

RESOLUTION AGREEMENT
Madison Metropolitan School District
OCR Case No. 05-19-1403

The Madison Metropolitan School District (District) enters into this Resolution Agreement, as set forth below, with the U.S. Department of Education, Office for Civil Rights (OCR), to resolve OCR Case No. 05-19-1403. This 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 Title IX’s implementing regulation, 34 C.F.R. Part 106, which prohibit discrimination based upon sex, including retaliation, in any education program or activity receiving Federal financial assistance from the Department of Education.

Response to Reports of Retaliation

- 1) Effective immediately, the District will take responsive action upon receiving notice of a report or complaint of retaliation against an individual who engaged in activities protected by Title IX. When retaliation is found to have occurred, the District will take appropriate steps to end the retaliation, prevent its recurrence, and remedy the effects of the retaliation. The District will ensure that District staff, who are responsible for the investigation and determination of whether retaliation occurred and for taking the appropriate responsive action, have reviewed all relevant documentation and consulted with appropriate individuals, as well as maintained documentation consistent with the provisions of the record keeping and maintenance of records system and policy identified in Item 2 of this Agreement.

REPORTING REQUIREMENT: By December 31, 2019 and June 30, 2020, the District will provide OCR documentation demonstrating implementation of this item that includes a summary of all reports of retaliation under Title IX, the date the report was made or the District became aware of the conduct, the date of the alleged conduct, the District’s determination regarding whether the alleged retaliation occurred, and if so, a description of the responsive action taken by the District. The District will retain all underlying documentation supporting its determinations and make the records available to OCR for review upon request.

Record Keeping and Maintenance of Records

- 2) The District will adopt and implement a written record-keeping practice and system to ensure the adequate documentation of complaints or reports of retaliation for engaging in activities protected by Title IX. The practice will require the District to preserve documentation related to the District’s investigations of and responsive actions to reports and complaints of retaliation sufficient to demonstrate compliance with Title IX.

REPORTING REQUIREMENT: Within 30 calendar days after signing this agreement, the District will provide OCR with its proposed record-keeping practice and system for review and approval. Within 30 days of OCR’s approval, the District will adopt and implement the

practice and system. By June 30, 2020, the District will provide OCR documentation demonstrating implementation of the practice and record keeping system.

Staff Training

- 3) By October 31, 2019, the District will provide training to all XXXXX High School staff who are responsible for the investigation and determination of whether retaliation occurred and for taking the appropriate responsive action. The training will include an overview of the Title IX prohibition against retaliation and its application to District staff and students. Within 30 days of OCR's approval of the District's record-keeping practice and system identified in Item 2 of this Agreement, the District will train School staff on the District's record-keeping and maintenance of records system and practice.

REPORTING REQUIREMENT: Within 30 calendar days after training is conducted, the District will submit to OCR documentation demonstrating that it provided the training referenced in this item, including: the dates of the training, the name(s) and title(s) of the trainer(s), a copy of any materials used or distributed during the training, and a list of school staff who attended the training.

Individual Remedy

- 4) By October 31, 2019, the District will send the Complainant a letter explaining that should the Complainant enroll Student A and/or Student B in the District, the District will, within 30 days of enrollment:
 - a) Designate a staff member to be the specific point of contact for the Complainant to discuss any complaints or concerns under Title IX. The District will notify the Complainant of the name, email address and phone number of this individual within seven days of enrollment, in a letter mailed to the address identified by the Complainant at the time of enrollment.
 - b) Take steps to ensure Student A and Student B are not subjected to retaliation while in attendance at the District, including meeting individually with each student with whom Student A or Student B had a no contract agreement to discuss the District's prohibition of retaliation and the consequences for violating the policy, and investigating all reports of retaliation made by the Complainant, Student A and/or Student B. If retaliation is found to have occurred, the District will eliminate the retaliation and prevent its recurrence.

REPORTING REQUIREMENT: By November 15, 2019, the District will provide OCR with a copy of the letter sent to the Complainant. Within 30 days after the Complainant enrolls Student A and/or Student B in the District, the District will provide OCR with documentation of implementation of item #4.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 and is in compliance with Title IX and its implementing regulation at 34 C.F.R. § 106.71. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 sixty (60) calendar days to cure the alleged breach.

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

Jane Belmore, Interim Superintendent
On behalf of the District

Date