

RESOLUTION AGREEMENT
Commerce Independent School District
OCR #06141359

The Commerce Independent School District (CISD), without admitting to any violation of law, voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office. By this Agreement, the CISD commits to the following actions, consistent with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d, *et. seq.*, and its implementing regulations, at 34 C.F.R. Part 100, to resolve the allegations raised in the above-referenced complaint. The CISD understands that OCR will not close the monitoring of this Agreement until OCR determines that the CISD has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title VI, at 34 C.F.R. § 100.7(e), which were at issue in this case. The CISD 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 CISD understands that during the monitoring of this Agreement, if necessary, OCR may visit the CISD, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the CISD has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title VI, at 34 C.F.R. Part 100.7(e), which were at issue in this case. The CISD 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 CISD written notice of the alleged breach and a minimum of 60 calendar days to cure the alleged breach. This Agreement does not constitute an admission by the CISD that it discriminated, retaliated, otherwise engaged in any wrongdoing, or violated the law in any way, all of which are expressly denied by the CISD.

The CISD hereby voluntarily commits to the following:

1. By December 3, 2014, the CISD will make a written offer to the Student/Parents to reimburse them for private counseling services for the Student, using a counselor of their choice, to address any harm the Student suffered as a result of information pertaining to XXXX OCR complaint being released in the CISD's X---phrase redacted---X. The offer of reimbursement will be in an amount not to exceed \$XXXX. The CISD's offer of reimbursement will be contingent upon its receipt of a bill or bills attributable to the counseling services provided by a counselor licensed by the State of Texas. In no event will the CISD be obligated to reimburse XXXX for any amount that is not recorded in a bill or bills from the private counselor they have selected. Further, the offer of reimbursement will be contingent upon the provision of counseling services to the Student within 60 calendar days after the date of the written offer. The written offer will note that XXXX have 14 calendar days from the date of the offer to accept or reject the offer in writing.

Reporting Requirement: By December 3, 2014, the CISD will submit to OCR a copy of the written offer made to the Student/Parents for private counseling services.

Reporting Requirement: By March 3, 2015, the CISD will submit to OCR evidence indicating that, if the written offer made to the Student/Parents was accepted, the CISD has in fact reimbursed XXXX for the cost of the private counseling services based on any bills submitted by XXXX in accordance with the written offer and in an amount not to exceed \$XXXX.

2. By December 3, 2014, the CISD will develop and submit to OCR for review and approval proposed district-wide training that will address the CISD's policies and procedures as well as its Title VI obligation regarding the prohibition against retaliation. The proposed training must be provided to all CISD staff, with the exception of the following: Custodial Staff, Food Service Staff, Bus Drivers, Maintenance Staff, and Tri-County Special Services Arrangement staff who are assigned to other school districts or who do not serve CISD students. Such training must include, at a minimum:
 - (a) Examples of activities that may constitute retaliation;
 - (b) A discussion of Title VI's prohibition against retaliation;
3. Following OCR's written notification that the proposed training complies with this Agreement and Title VI, the CISD will conduct the training for the aforementioned CISD employees.

Reporting Requirement: Within 14 calendar days of January 16, 2015, the CISD will provide OCR with documentation demonstrating that it has complied with Action Item No. 3 of this Agreement, including the following:

- (a) The date, time, and location of the training;
 - (b) The topics addressed at the training;
 - (c) The name(s) and title(s) of the individual(s) who conducted the training or, if online training is utilized, the name of the organization that provided the online training; and
 - (d) Sign-in sheets with the name and title of each employee who participated in the training or other appropriate documentation of attendance if the training was conducted online.
4. CISD will make the following changes to the current procedures of the CISD XXXX School for selecting attendees to attend XXXX field trips that have limited spaces available:
 - a. When an essay is required from those students desiring to attend, the essays will be judged by a committee of three people; and
 - b. When the available spaces are to be filled through blind drawings, two CISD XXXX School staff members will be involved in the drawing of the names.
5. The changes to the procedures listed in Section 4 above will immediately go into effect upon the signing of this Agreement.
6. By December 3, 2014, the CISD will permanently expunge and remove from the Student's discipline file all discipline documents and other references to the teacher's report that the Student used profanity during an XXXX class in XXXX of XXXX.

Reporting Requirement: By January 9, 2015, the CISD will provide both the Student/Parents and OCR with written confirmation that the aforementioned documents have been removed from the Student's discipline file pursuant to Action Item No. 6.

Mr. Blake Cooper, Superintendent
Commerce Independent School District

Date