

VOLUNTARY RESOLUTION AGREEMENT

Harmony Public Schools OCR Complaint 06181611

Harmony Public Schools (HPS) and the U.S. Department of Education (Department), Office for Civil Rights (OCR), Dallas Office, enter into this Voluntary Resolution Agreement (Agreement) to resolve the allegations of racial harassment and retaliation presented in the above-referenced complaint.

This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by HPS. Rather, this Agreement is offered to resolve and address this complaint as a demonstration of HPS's commitment to comply 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 regulation at 34 C.F.R. Part 100, which prohibits discrimination on the bases of race, color, or national origin by recipients of Federal financial assistance from the Department, as well as the implementing regulation, at 34 C.F.R. § 100.7(e), that prohibits retaliation against individuals exercising their rights under Title VI.

Prior to the completion of OCR's investigation, HPS agreed to resolve the allegations made in this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues opened for investigation, HPS agrees to take the following actions.

DEFINITIONS

Provided below are definitions of terms/phrases used throughout this Agreement:

- "XXXX" refers to the XXXX – phrase redacted – XXXX.
- "The complainant" refers to the individual who filed the complaint, as previously identified to HPS.
- "The Student" refers to the student alleged to have been subjected to racial harassment and retaliation, as previously identified to HPS.
- "Student 2" refers to the Student alleged to have engaged in racial harassment toward the Student.
- "Staff Member" refers to the XXXX XXXX employee alleged to have subjected the Student to bullying and/or harassment.

ACTION ITEMS AND REPORTING REQUIREMENTS

A. NON-DISCRIMINATION STATEMENT

1. HPS agrees to publish written statements that are readily available to all XXXX XXXX staff, students, and their parents/guardians that will:
 - a. State that HPS does not tolerate acts of discrimination based on race, including racial harassment;
 - b. Encourage students who believe he or she has been subjected to racial harassment to report the harassment to HPS;

- c. Note HPS's commitment to conducting a prompt investigation and taking appropriate corrective action to remedy the effects of the harassment and prevent its recurrence;
 - d. Provide contact information for the XXXX XXXX staff member designated by the HPS to receive reports of alleged racial harassment at the campus;
 - e. State that alleged racial harassment may be reported to any XXXX XXXX staff member; and
 - f. Reinforce that HPS will not tolerate retaliation against any individual for reporting alleged racial harassment.
2. HPS agrees to establish a complaint process that is available to all XXXX XXXX students and their parents/guardians which protects the identity of individuals wishing to report alleged racial harassment anonymously and/or confidentially. A link to this reporting process will be made available on HPS's website.

Reporting Requirement:

- By **October 12, 2018**, HPS will submit documentation to OCR evidencing that Action Items 1 and 2 have been completed.

B. "NO CONTACT" AGREEMENT

3. HPS agrees that XXXX XXXX administrators will meet with the Student and Student 2, as well as their respective parents/guardians, at the commencement of the 2018-19 school year. XXXX XXXX administrators will advise the Student and Student 2 that, throughout the 2018-19 school year, each will refrain from attempting contact with the other, including, but not limited to, telephone or electronic media.

Reporting Requirement:

- By **October 12, 2018**, HPS will submit documentation to OCR evidencing that the meetings required per Action Item 3 have been held.

C. NOTICE REGARDING ADVANCED PLACEMENT COURSES

4. HPS agrees to enroll the Student in Advanced Placement English Literature and Advanced Placement Calculus for the fall 2018 semester. HPS will send written notice to the complainant of the Student's placement in these courses for the fall 2018 semester.

Reporting Requirement:

- By **October 12, 2018**, HPS will submit to OCR a copy of the Student's fall 2018 class schedule. HPS will also provide documentation to OCR evidencing that the notice required pursuant to Action Item 4 was sent.

D. PRINCIPAL MEETING

5. At the commencement of the 2018-19 school year, HPS agrees that the 2018-19 XXXX XXXX XXXX will meet with the complainant and offer the complainant the opportunity

to discuss her concerns regarding the Student's enrollment at XXXX XXXX, including, but not limited to, the following:

- a. alleged bullying/harassment of the Student by Student 2 and Staff Member, including the results of any investigation conducted by XXXX XXXX into allegations of harassment made by the complainant or Student;
- b. the Student's enrollment in Advanced Placement coursework at XXXX XXXX, including the reasons for the "Notice of Removal" sent to the Student in April 2018, as alleged in this complaint; and
- c. the complainant's concerns regarding alleged retaliation against the Student by XXXX XXXX staff because of the complainant and Student's allegations of racial discrimination or harassment.

Reporting Requirement:

- By **October 12, 2018**, HPS will provide documentation to OCR evidencing that the meeting required pursuant to Action Item 5 has been held. HPS will also provide OCR with documentation evidencing the items discussed at the meeting. Finally, HPS will provide information to OCR evidencing HPS's response to any concerns raised by the complainant at the meeting (e.g., investigation results or communication to complainant of other corrective measures taken).

E. STAFF TRAINING

6. By **December 21, 2018**, HPS will provide in-depth training to all staff at XXXX XXXX, including the Staff Member, regarding HPS's obligations pursuant to Title VI. The training will cover, at a minimum, the following:
 - a. In-depth instruction regarding the types of conduct which may constitute discrimination, including harassment, in violation of Title VI;
 - b. A focused review of the policies and procedures in place at HSI-Katy for reporting and responding to allegations of racial discrimination or harassment and how staff should respond when they witness or receive reports of conduct which may constitute racial discrimination or harassment;
 - c. The prohibition in Title VI against interfering or retaliating in any manner against an individual who has exercised his/her rights under Title VI, or is attempting to exercise his/her rights under Title VI; and
 - d. The requirement that HPS's non-discrimination and non-retaliation allegations extend to enforcement of XXXX XXXX's dress code policies that are to be evenly applied to all students regardless of race and without a retaliatory motive.

Reporting Requirements:

- By **November 2, 2018**, HPS will provide OCR with the identity of the individuals designated by HPS to provide the staff training required by Action Item 6. HPS will also provide the qualifications of the trainer to OCR. Finally, HPS will provide OCR with a copy of the materials intended to be used in the training for review and approval. OCR will promptly review the materials and communicate objections, if any, to HPS within **30**

calendar days of receiving the materials. If HPS does not receive a written response from OCR within **30 calendar days**, HPS may infer that OCR has approved the training materials.

- By **January 11, 2019**, HPS will provide OCR with documentation evidencing that the training required pursuant to Action Item 6 has been conducted. The documentation will include the identity by name and title of all staff who attended the training.

GENERAL PROVISIONS

HPS 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, HPS understands that during the monitoring of this Agreement, if necessary, OCR may visit the XXXX XXXX campus, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether HPS has fulfilled the terms of this Agreement and is in compliance with Title VI and its implementing regulations at 34 C.F.R. §§ 100.3 and 100.7(e), which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

HPS 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 HPS 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 HPS's representative below.

/s/
Mr. Fatih Ay, CEO/Superintendent
Harmony Public Schools

Date