

**RESOLUTION AGREEMENT
MUSKOGEE PUBLIC SCHOOLS
OFFICE FOR CIVIL RIGHTS DOCKET NUMBER 07141101**

The Muskogee Public Schools (District), Muskogee, Oklahoma, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), in order to resolve the allegation against the District in OCR Docket No. 07141101, and to ensure compliance with Title VI of the Civil Rights Act of 1964 (Title VI), 42 U. S. C. § 2000d, and its implementing regulation, at 34 C. F. R. Part 100. Prior to the completion of OCR's investigation, the District asked to resolve allegations in the complaint pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to ensure compliance with Title VI and its implementing regulation, and to resolve the allegation of this complaint and any other issues identified by OCR during the course of its investigation of this complaint, the District voluntarily agrees to take the following actions:

I. GENERAL PROVISIONS

This Agreement resolves the allegation in OCR Docket No. 07141101 and does not constitute an admission by the District of any violation of Title VI, or any other law.

This Agreement shall become effective upon the District's receipt of a letter from OCR advising the District that this Agreement resolves the allegation raised in this complaint.

OCR agrees to discontinue its investigation of OCR Docket No. 07141101 based upon the District's commitment to take the actions specified in this Agreement which, when fully implemented, will resolve the allegation in this case and any other issues identified by OCR during the course of its investigation.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

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 and is in compliance with the regulation implementing Title VI.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI, which were at issue in this case.

II. RESOLUTION PROVISIONS

A. COMPLAINT AND/OR GRIEVANCE PROCEDURE

1. Within 15 days after OCR notifies the District that it has approved this proposed Agreement and the Superintendent has signed this proposed Agreement on behalf of the District, the District will review and revise its complaint and/or grievance procedure or develop a new complaint and/or grievance procedure to provide for prompt and equitable resolution of complaints alleging discrimination, harassment, and retaliation on the bases of race, color, national origin, disability, sex, and age. The revised grievance procedure should incorporate appropriate due process standards and include at a minimum the following:
 - a) a statement that the grievance procedure is applicable to complaints alleging discrimination, harassment, and retaliation on the bases of race, color, national origin, disability, sex, and age by students, employees, and third parties;
 - b) notice to students, employees and others of the process for filing a grievance, including who to contact (title, address, and telephone number of the contact individual should be included) and how to initiate a grievance;
 - c) a requirement that all complaints will be promptly, thoroughly, and impartially investigated and decided within reasonable designated time frames at each stage of the grievance process;
 - d) provisions for maintaining the confidentiality of the person who files a complaint;
 - e) written notice to the grievant of the disposition of the grievance at each stage of the process;
 - f) a fair and equitable appeal process;
 - g) notice that retaliation against a person who files a complaint of discrimination, or persons who participate in related proceedings is prohibited;

- h) assurance that if discrimination has occurred, appropriate corrective and remedial actions will be taken; and
- i) a provision that notifies individuals they may file complaints with OCR. The provision should include the following contact information: U.S. Department of Education, Office for Civil Rights, One Petticoat Lane, 1010 Walnut, Suite 320, Kansas City, Missouri 64106-2106; Telephone: (816) 268-0550; Facsimile: (816) 268-0599; or [Email: OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov).

REPORTING REQUIREMENT: Within 30 days after OCR’s approval of this proposed Agreement and the Superintendent has signed this proposed Agreement on behalf of the District, the District will submit to OCR documentation showing completion of item A1 for review and approval.

- 2. After receiving approval of its revised complaint and/or grievance procedure to provide for prompt and equitable resolution of complaints alleging discrimination, harassment, and retaliation on the bases of race, color, national origin, disability, sex, and age from OCR, the District will disseminate its revised complaint and/or grievance procedure to all students, employees, and others by prominently including the approved complaint and/or grievance procedure in the District’s student handbook(s) and employee handbook(s). The District may meet this requirement either by including appropriate inserts in existing hardcopy materials and publications, by revising and reprinting the materials and publications, or by updating the electronic versions or the student and employee handbooks and notifying parents, students and staff of the revisions.

REPORTING REQUIREMENT: Within 30 days after OCR notifies the District in writing that it has approved the revised complaint and grievance procedure, the District will submit to OCR documentation showing completion of the activities described in item 2.

- 3. By January 15, 2015, the District will provide documentation for the first semester of the 2014-2015 school year regarding all complaints or grievances filed pursuant to the policy revised pursuant to item II. A. of this agreement. The document will included a copy of the complaint or grievance, copies of all correspondence (including emails) with the complainant, witness interview summaries or statements, documents considered, all written decisions or updates, and if an appeal is filed copies of all documents related to the appeal.

B. TRAINING

1. By November 1, 2014, the District shall provide its professional employees with Title VI training, including racial harassment training. The training shall:
 - a) clarify that all individuals, regardless of the race/ethnicity of the victim(s) and the alleged harasser(s), are protected against harassing conduct of a racial nature;
 - b) help participants better understand those behaviors that constitute racial harassment and what constitutes notice to staff of racial harassment;
 - c) describe disciplinary sanctions applicable to behavior that constitutes racial harassment;
 - d) provide information regarding how to respond to allegations of harassment, including physical abuse, on the basis of race; and
 - e) provide the name, address, and telephone number of the administrative official at the District, to whom incidents of racial harassment and physical abuse are to be reported.

REPORTING REQUIREMENT: By December 1, 2014, the District will provide OCR documentation showing it has completed the trainings described above for the 2014-15 school year. The documentation must identify: (a) the date and location of the training; (b) the topics addressed at the training(s) (the District may provide OCR an outline of the training and a copy of the materials disseminated at the training); (c) the name(s) and title(s) of the individual(s) who conducted the training; and (d) the name, title, and work location of each District administrator or employee who attended the training (a sign-in sheet with the attendees' names, titles, and work locations is sufficient). OCR is available to provide technical assistance and training to the District upon the District's request. In this case, OCR shall provide this training to the District's professional employees at its half-day professional development on August 29, 2014, to ensure that the training meets OCR's standards. Since OCR is providing this training, the only documentation that needs to be provided to OCR is to provide the sign in sheet to the OCR trainer(s) that shows the attendees' names, titles and work locations. No other documentation will be required.

For any subsequent annual Title VI trainings, the District need not provide evidence to OCR that it has provided the annual training contemplated pursuant to this Agreement unless OCR requests documentation showing that training has occurred.

2. By May 15, 2015, the District shall provide training regarding the investigation of racial harassment complaints to all District officials and staff responsible for conducting investigations of racial harassment complaints. At a minimum, the training shall include the applicable legal standards, the District's investigatory procedures, interview techniques, privacy and confidentiality issues, appropriate interim measures, making findings and preparing a report, taking appropriate timely actions, including discipline if warranted, and notifying the parties of the outcome or determination.

REPORTING REQUIREMENT: By June 1, 2015, the District will provide OCR documentation showing it has completed the trainings described above for the 2014-15 school year. The documentation must identify: (a) the date and location of the training; (b) the topics addressed at the training(s) (the District may provide OCR an outline of the training and a copy of the materials disseminated at the training); (c) the name(s) and title(s) of the individual(s) who conducted the training; and (d) the name, title, and work location of each District official or staff member who attended the training (a sign-in sheet with the attendees' names, titles, and work locations is sufficient). OCR is available to provide technical assistance and training to the District upon the District's request. In this case, OCR shall provide this training to the District's officials and staff responsible for conducting investigations of racial harassment complaints at a professional development day in Spring of 2015, to ensure that the training meets OCR's standards. Since OCR is providing this training, the only documentation that needs to be provided to OCR is to provide the sign in sheet to the OCR trainer(s) that shows the attendees' names, titles and work locations. No other documentation will be required.

For any subsequent annual trainings, the District need not provide evidence to OCR that it has provided the annual training contemplated pursuant to this Agreement unless OCR requests documentation showing that training has occurred.

C. INDIVIDUAL REMEDY

1. Within 15 days after OCR notifies the District it has approved this proposed Agreement and the Superintendent has signed this proposed Agreement on behalf of the District, the District will issue a letter to the Complainant, by certified mail offering the Student counseling services for the assessment and/or treatment of the effects of the XXXX XXXX, XXXX incident. The letter will inform the Complainant that she has 10 calendar days from the date of the letter to accept the offer by providing written notice of acceptance to the District. If the Complainant accepts the offer for Student counseling services, the Complainant shall be entitled to choose the counselor; however,

the District shall only be obligated to pay for 10 one-hour sessions, with fees not to exceed \$100 per hour.

REPORTING REQUIREMENT: By October 1, 2014, the District will provide OCR documentation showing it issued the letter to the Complainant by certified mail and advise OCR what the Complainant's decision is in regard to item C1. If the complainant accepts the offer for counseling services, the District will provide documentation demonstrating payment for the counseling services received or to be received by the Student.

_____/s/_____
Mike Garde, Superintendent
Muskogee Public Schools
Muskogee, Oklahoma

____8/26/2014_____
Date