

RESOLUTION AGREEMENT
Geary County Schools U.S.D. # 475
OCR Docket Number 07161154

The U.S. Department of Education, Office for Civil Rights (OCR), and the Geary County Schools U.S.D. # 475 (the District) enter into this agreement to resolve the allegation in the above-referenced complaint. 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, and its implementing regulation at 34 C.F.R. Part 106.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions.

SEXUAL HARASSMENT POLICIES AND GRIEVANCE PROCEDURE

- 1) **By June 15, 2018**, the District will revise the District's sexual harassment policies and grievance procedure to provide for the prompt and equitable investigation and resolution of sexual harassment complaints, including the addition or revision of provisions to address:
 - a) a prompt, adequate, reliable, and impartial investigation of complaints;
 - b) an evaluation of all relevant information and documentation relating to a complaint of discrimination or harassment;
 - c) specific, reasonably prompt time frames at each stage of the grievance process;
 - d) written notice to both parties within a specified timeframe for the outcome or disposition of a grievance at each stage of the process;
 - e) the addition of the applicable designated coordinator, along with the coordinator's name or title, address, and telephone number;
 - f) an assurance that the District will take prompt and effective steps to prevent recurrence of any harassment and to correct its discriminatory effects on the complainant and others, if appropriate;
 - g) an assurance the District will take prompt and effective steps to stop retaliatory harassment, prevent its recurrence, and remedy its effects;
 - h) the removal of the words "informal but" in the following sentence: "The investigation shall be informal but thorough" in KN;
 - i) prompt notification of parents or guardians if their child is the alleged victim of sexual harassment;

- j) assignment of responsibility for conducting any sexual harassment investigation must be limited to school administrators or employees with appropriate Title IX training and experience;
- k) prompt notification to the Title IX Coordinator when any report, complaint, or allegation of sexual harassment is made; and
- l) a prohibition of retaliation against individuals who make a complaint, or participate in any way in the complaint process.

REPORTING REQUIREMENT: By June 29, 2018, the District will provide to OCR copies of its final revised sexual harassment policies and grievance procedure for OCR's review and approval.

COMMUNICATION OF POLICIES AND GRIEVANCE PROCEDURES

- 2) **Within 15 days of receipt** of OCR's approval of the policies and grievance procedures discussed in Item 1 above, the District will communicate its revised sexual harassment policies and grievance procedure to all District administrators, board members, officials, and employees by:
 - a) disseminating the sexual harassment policies and grievance procedure via the District's electronic communications (email) system;
 - b) including the sexual harassment policies and grievance procedure on the District's website, with an embedded link to those policies and procedure in the online notice of nondiscrimination; and
 - c) including the sexual harassment policies and grievance procedure online in the student, parent, and staff handbooks in a section entitled *Nondiscrimination* or a similar title.

REPORTING REQUIREMENT: Within 5 days of dissemination of the new policies and grievance procedures as discussed in this Item, the District will provide OCR with a statement that this Item has been satisfied, together with a copy of the email discussed in Item 2(a) and links to the documents referenced in Items 2(b) and (c).

INDIVIDUAL RELIEF

- 3) The District shall offer to pay for the cost of professional outside counseling by a qualified mental health counselor or professional (qualified counselor) for the Complainant's daughter (student) for at least five counseling sessions. The qualified counselor shall have expertise in child counseling and shall assist the student with any issues involving her educational environment and program. The Complainant shall be entitled to choose any qualified counselor with expertise in child counseling for the student's counseling services.

The District shall be obligated to pay directly to the qualified counselor a maximum amount of \$120.00 per counseling session for five (5) sessions. The District shall pay the qualified counselor or qualified counseling service provider directly in accordance with the District's payment procedures.

- 4) Within one week after this Agreement is signed, the District shall send a letter to the Complainant, by certified mail, return receipt requested (or via email to the Complainant's current email address, to be provided by OCR to the District separately, if necessary, with electronic delivery and read receipts), offering to pay a maximum of five (5) one-hour outside counseling sessions by a qualified counselor for the student via direct payments to the qualified counselor or qualified counseling service provider in accordance with the District's payment procedures. The letter will inform the Complainant that she has two weeks after receipt of the District's letter or email within which to accept or decline the District's offer of outside counseling, via email (with delivery and read receipts and copied to the OCR investigator). If the District receives no response from the Complainant within that time frame, the District's obligations under Item 3 above will expire.

REPORTING REQUIREMENT: Within 30 days after this Agreement is signed, the District shall provide to OCR a copy of the letter or email sent to the Complainant as described in Item 4 above, with a copy of the certified mail return receipt or electronic delivery and read receipts, and either a copy of the Complainant's response, or a statement signed by the Superintendent that no response was received.

If the Complainant accepts the offer of child counseling for the student, the District will provide to OCR documentary evidence of the payments discussed in Item 3, above, **within 10 days of each such payment.**

TRAINING

- 5) By **September 14, 2018**, the District will provide training on the subject of Title IX compliance, including sexual harassment, and the anti-retaliation requirements of that law, to District officials and staff, including administrators, teachers, substitute teachers, paraprofessionals, counselors, the designated compliance coordinator(s) and investigator(s), and other District staff who teach, supervise, or provide services to District students. The training will be conducted by an individual(s) knowledgeable about the laws and issues pertaining to Title IX compliance, including sexual harassment. The training will include:
 - a) a discussion and distribution to trainees of the District's revised Title IX policies and procedures;
 - b) an explanation of what constitutes sexual harassment, including student-on-student sexual harassment;
 - c) an explanation of what constitutes retaliation and specific examples of retaliation;

- d) a statement that the District does not tolerate sex discrimination, including sexual harassment and retaliation; and
- e) an explanation of the District’s revised grievance procedure for handling complaints of discrimination, harassment, and retaliation based on sex, along with the Title IX compliance coordinator’s name and contact information.

REPORTING REQUIREMENT: By October 1, 2018, the District will provide to OCR documentation showing it has completed the training required above. The documentation must identify:

- a) the date, time, and location of the training;
- b) the topics addressed at the training (the District may provide OCR an outline of the training and copy of the materials disseminated at the training);
- c) the name(s), title(s), and credentials of the individual(s) who conducted the training; and
- d) the name, title, and work location of each employee who attended the training (a sign-in sheet with the attendees’ names, signatures, titles, and work locations is sufficient).

GENERAL PROVISIONS

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 Section 504, 29 U.S.C. § 794 at 34 C.F.R. § 104.44, and with 2 U.S.C §12131 at 28 C.F.R. §35.130. Upon completion of the obligations under this Agreement, OCR shall close 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 authorized representative below.

/s/ Beth Hudson
Dr. Beth Hudson, Interim Superintendent

07/09/18
Date