

Resolution Agreement
OCR Case No. 07-17-1028
Southern Reynolds County R-II School District

Southern Reynolds County R-II School District (District) enters into this Resolution Agreement (Agreement) with the U.S. Department of Education (Department), Office of Civil Rights (OCR) to ensure its compliance with Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681-1688, and its implementing regulation at 34 C.F.R. Part 106, which prohibits discrimination on the basis of sex by recipients of Federal financial assistance from the Department.

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.

Title IX Coordinator(s)

1. The District will identify its Title IX Coordinator and ensure that the Title IX Coordinator has received the required training and can fulfill his or her responsibilities specified in this Agreement. The Title IX Coordinator will have sufficient autonomy and authority to effectively execute the responsibilities of the Title IX Coordinator as set forth in this Agreement and as generally identified in the District's current Policy AC "Prohibition Against Discrimination, Harassment, and Retaliation" (Policy AC). Specifically, the Title IX Coordinator will:
 - a. have requisite knowledge of Title IX, the District's Title IX grievance procedure, and oversight responsibility for the prompt and equitable response to Title IX disclosures, oral reports, and written complaints made directly to the Title IX Coordinator and from any individual, including but not limited to students, employees, and third parties, and will address any patterns or systemic issues that arise during the review of such reports under Title IX and assess overall efficacy of prevention, coordination and response by the District to sexual harassment, including the implementation and efficacy of interim measures, and steps taken to stop discrimination/harassment on the basis of sex found to have occurred, and work towards prevention of its recurrence, as well as working towards the elimination of any hostile environment based on sex and remedy its discriminatory effects, as appropriate;
 - b. coordinate with appropriate District personnel to identify and address any patterns or systemic problems under Title IX and will report to the superintendent and Board aggregate information regarding the number and frequency of Title IX grievances;
 - c. be responsible for the prompt and equitable investigation of reports alleging sexual harassment; making findings as to whether sexual harassment occurred; identifying remedies (including interim measures) necessary to address sexual harassment, work towards prevention of its recurrence, work towards the elimination of any hostile environment, and address the effects; and will be available to present any

investigative report and/or answer questions about the proceedings. To the extent that any of these duties will be delegated to other individuals at the District or an external entity, the District will identify what will be delegated to whom and under what circumstances and how the Title IX Coordinator will retain oversight of those who may be delegated such responsibilities in fulfilling these duties;¹

- d. have sufficient experience and training on the substantive requirements of Title IX and how to investigate reports under Title IX;
- e. coordinate and institute training for the District on the substantive requirements of Title IX and applicable District policy and procedure on receiving reports of sex discrimination, including sexual harassment. Specifically, the Title IX Coordinator will ensure the development, scheduling and implementation of necessary training and distribution of information for the District regarding Title IX, including, but not limited to, the annual staff and student training required under Items 2 and 3 of this Agreement;
- f. be responsible for periodic review and assessment of the District’s Title IX policies and procedures to ensure that they comply with Title IX, are consolidated to the maximum extent appropriate to provide an efficient resource, are consistent with each other or have appropriate cross-references, and are easy to access and understand;
- g. be responsible for coordinating the development and administration of the climate survey regarding sexual harassment, as required in Items 4 and 5 of this Agreement. Following administration of the survey, the Title IX Coordinator will be responsible for coordinating the District’s ongoing response to any climate issues related to the sexual harassment of students identified through the survey²;
- h. not have other job responsibilities that create a conflict of interest with regard to the duties and responsibilities under Title IX whenever possible.

REPORTING REQUIREMENTS:

By _____, the District will provide OCR with the name and contact information for the Title IX Coordinator and the Coordinator’s training schedule for the 2017-18 school year. The District will demonstrate that it has established or confirmed the responsibilities of the Title IX Coordinator position and corresponding Title IX Coordinator training requirements in accordance with this Agreement, and consistent with Policy AC.

¹ Policy AC provides “an attorney or other professionals” may be utilized to conduct an investigation into a grievance alleging sex discrimination or harassment.

² Policy AC contemplates climate surveys. Specifically, under the heading “Consequences and Remedies,” Policy AC states “The district may...perform a climate check to assess the environment in the district.”

Staff and Student Training

2. The District will ensure District personnel, including administrators, teachers, and counselors, will be effectively and appropriately trained on an annual basis on the responsibility to report incidents of possible harassment based on sex to the Title IX Coordinator, and the procedures for doing so. The training will provide instruction on how to recognize, prevent, and respond appropriately to such harassment, including but not limited to complaints filed using the District’s “Bullying Incident Report Forms.” The training will also address the prohibition of retaliation against persons who report sexual harassment or participate in related proceedings.

REPORTING REQUIREMENT: By _____, the District will provide documentation to OCR demonstrating that the first annual training required by Item 2 of the Agreement was provided to District personnel, including administrators, teachers, and counselors. The documentation must include: the date(s) of the training; the name(s) and credentials of the presenter(s); copies of any materials used during the training, including any handouts, guides or other materials; and sign-in sheets or lists showing which District personnel attended the training. The District does not need to submit documentation to OCR regarding subsequent annual training sessions contemplated by this Agreement.

3. The District will develop and provide annual, age-appropriate student training for high school students regarding bullying and harassment. The training will be designed to increase awareness of what constitutes harassment based on sex; the District’s prohibition against such harassment; how to recognize harassment based on sex and the importance of reporting it; how to report harassment; the prohibition against retaliation for reporting sexual harassment incidents and how to report incidents of retaliation; and the consequences for subjecting individuals to sexual harassment. The training will also cover to whom in the District students may go with questions related to sexual harassment.

REPORTING REQUIREMENT: By _____, the District will provide documentation to OCR demonstrating that the first annual training required by Item 3 of the Agreement was provided to all high school students. The documentation must include: the date(s) of the training; the name(s) and credentials of the presenter(s); and, copies of any materials used during the training, including any handouts, guides or other materials. The District does not need to submit documentation to OCR regarding subsequent annual training sessions contemplated by this Agreement.

Climate Survey

4. The District will develop a climate survey for its high school students designed to: assess students’ attitudes and knowledge about harassment on the basis of sex; gather information about students’ experiences with sexual harassment; determine whether students know when and how to report sexual harassment; and assess the effectiveness of steps taken by the District to address and prevent sexual harassment.

REPORTING REQUIREMENT: By _____, the District will provide OCR a copy of its proposed climate survey required by Item 4 of the Agreement for review and approval by OCR. Along with submitting the proposed climate survey, the District will provide a written explanation of how the District intends to distribute, collect, and utilize the results of the survey.

5. Following OCR’s approval of the District’s proposed climate survey for high school students, the District will administer the survey and review the survey results. Based on its review of the survey results, the District will take appropriate action, if any, to address any climate issues related to sexual harassment identified through the survey. Consistent with Item 1(g) of this Agreement, the Title IX Coordinator will be responsible for coordinating the District’s response to any climate issues related to the sexual harassment of students identified through the survey.

REPORTING REQUIREMENT: By _____, the District will provide OCR a summary of the results of the climate survey issued in accordance with Items 4 and 5 of this Agreement. The District will provide OCR a report specifying the actions, if any, the District intends to take to address any climate issues related to the sexual harassment of students identified through the survey.

Student Focused Remedies

6. If the Student re-enrolls in the District during the 2017-18 school year, the District shall provide written notice to the Complainant stating that the District will take all steps reasonably necessary to ensure that Student is not subjected to harassment or bullying on any basis, including sex-based harassment, or a hostile environment on the basis of sex on District grounds, in District sponsored activities, and by District students. These steps will include, but are not limited to, developing a safety plan in collaboration with the Complainant and Student, identifying specific contact person(s) to whom the Student should report incidents of harassment or bullying, identifying a safe place in the school where the Student can go during the day, as needed, and checking in with the Student on a periodic basis to ascertain whether any instances of harassment or bullying have occurred, and taking prompt and appropriate action in accordance with this Agreement if any such harassment or bullying has occurred. To the fullest extent possible, any plan developed pursuant to the requirements of this Item will only be shared with District employees who must have knowledge of the plan in order to fully implement its provisions.

REPORTING REQUIREMENT: By _____, the District will provide documentation to OCR demonstrating its implementation of Item 6 of the Agreement following receipt of notice that the Student intends to re-enroll in the District during the 2017-18 school year. Specifically, the District shall provide documentation evidencing that the Complainant and Student were invited to participate in the development of the safety plan and, if applicable, a copy of the safety plan that is developed for the Student. This requirement is not applicable if the Student does not return to the District during the 2017-18 school year and the District will notify OCR that no action is required because the Student did not re-enroll during the 2017-18 school year. The District has no

obligation to conduct any activities pursuant to Item 6 of this Agreement if the Student re-enrolls following the conclusion of the 2017-18 school year.

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 regulations at 34 C.F.R. §106. 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.

Approved and agreed to on behalf of Southern Reynolds County R-II School District, Ellington, Missouri.

Superintendent or Authorized Designee
Southern Reynolds County R-II School District

Date