

**Resolution Agreement**  
**OCR Case No. 07-17-1262**  
**Rapid City Area Schools**

The U.S. Department of Education (Department), Office of Civil Rights (OCR), and Rapid City Area Schools (District), Rapid City, South Dakota, 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 VI of the Civil Rights Act of 1964 (Title VI), 42 United States Code (U.S.C.) § 2000d, and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 100, which prohibits discrimination on the basis of race, color, or national origin 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.

Grievance Policies and Procedures

1. The District will add language to its general "Public and Student Grievance Procedure" in the "High School Activities Handbook" stating that the procedure is not applicable to unlawful discrimination and harassment complaints by students or parents. In addition, the District will add language to the procedure that directs students or parents with unlawful discrimination or harassment complaints to District Policy AC "Discrimination and Harassment Policy and Procedure" and District Policy KL "Public Complaint Policy and Procedure".

**REPORTING REQUIREMENT:** By September 28, 2018, the District will submit its revised "Public and Student Grievance Procedure" to OCR for review and approval.

2. Following receipt of notice of OCR's approval of the revised policy and procedure referenced in Item 1, the District will adopt and publish the revised policy and procedure. The District will update the High School Activities Handbook to reflect the revised policy and procedure and will disseminate this information to District employees, including coaches and student activities advisors.

**REPORTING REQUIREMENT:** By September 28, 2018, the District will provide OCR with documentation demonstrating that it has completed this item, including a link to the webpage where the revised policy and procedures is located, a copy of the High School Activities Handbook, and documentation of any other additional means of notification used by the District.

3. The District will revise District Policy KL "Public Complaint Policy and Procedure" to allow individuals a minimum of 30 calendar days to file an initial complaint of unlawful discrimination and harassment and will also clarify that either a complainant or respondent may request a review of the District's determination through the review and appeal process currently outlined in the policy. In addition, the District will clarify – consistent with its

Policy AC “Discrimination and Harassment Policy and Procedure” – that Policy KL should be used when filing a complaint alleging “discrimination based upon the person’s or group’s age, citizenship, color, creed, disability, ethnic background, national origin, political affiliation race, retaliation, sex (including pregnancy), sexual origination, veteran status, or any other protected characteristic under applicable federal or state law.”

**REPORTING REQUIREMENT:** By September 28, 2018, the District will submit its revised Policy KL “Public Complaint Policy and Procedure” to OCR for review and approval.

#### Staff Training

4. The District will ensure District personnel responsible for responding to, investigating, or reviewing complaints and requests for review filed pursuant to District Policy KL “Public Complaint Policy and Procedure” are effectively and appropriately trained regarding the District’s revised Policy KL and procedures and how to identify possible incidents of unlawful discrimination and harassment as defined by District Policy AC.

**REPORTING REQUIREMENT:** By December 28, 2018, the District will provide documentation to OCR demonstrating that the training required by Item 4 of the Agreement was provided to District personnel, including administrators, faculty, and staff, if applicable. 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 showing which District personnel attended the training.

5. The District will ensure that all XXXXX XXXXX coaching staff are effectively and appropriately trained on an annual basis on the prohibition against race, color, or national origin discrimination and harassment and the responsibility to report incidents of possible harassment based on race, color, or national origin to the Public Complaint Coordinator, and the procedures for doing so. The training will provide instruction on how to recognize, prevent, and respond appropriately to such harassment, including any coordination of efforts between school site-level and District-level employees and administrators. The training will also address the prohibition of retaliation against persons who report racial harassment or participate in related proceedings.

**REPORTING REQUIREMENT:** By August 30, 2019, the District will provide documentation to OCR demonstrating that the first annual training required by Item 5 of the Agreement was provided to XXXXX XXXXX coaching staff. 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 or a description of the topics covered if no written materials were provided; and sign-in sheets or lists showing which staff members attended the training. The District does not need to submit documentation to OCR regarding subsequent annual training sessions contemplated by this Agreement.

Student-Focused Remedy

6. If the Student reenrolls in the District during the 2017-18 or 2018-19 school years, the District shall provide written notice to the Complainant stating that the District will take all steps reasonably necessary to ensure that the Student is not subjected to harassment on any basis, including race-based harassment, or a hostile environment on the basis of race on District grounds and in District-sponsored activities. These steps will include, but are not limited to, developing a safety plan for the Student in collaboration with the Complainant and Student, identifying specific contact person(s) to whom the Complainant or Student should report incidents of harassment, identifying a safe place on campus where the Student can go, as needed, and checking in with the Student on a periodic basis to ascertain whether any instances of harassment have occurred, and taking prompt and appropriate action in accordance with this Agreement if any such harassment 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 May 31, 2019, 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 return to reenroll in the District during the 2017-18 or 2018-19 school years. Specifically, the District shall provide documentation evidencing that the Complainant and Student were invited to participate in a meeting to discuss 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 or 2018-19 school years and the District will notify OCR that no action is required because the Student did not reenroll during the 2017-18 or 2018-19 school years.

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 VI and its implementing regulation at 34 C.F.R. 100. 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.

This Agreement will become effective immediately upon the signature of the District's representative below.

4 – Resolution Agreement – OCR Case Number 07-17-1262

/s/  
\_\_\_\_\_  
Superintendent  
Rapid City Area Schools

3/27/2018  
\_\_\_\_\_  
Date