

## RESOLUTION AGREEMENT

### Kyrene School District OCR Case No. 08-22-1627

The United States Department of Education (Department), Office for Civil Rights (OCR) and the Kyrene School District (the District) enter into this Resolution Agreement (the Agreement) to resolve the individual allegation in the complaint in the above-referenced case that the District failed to respond adequately to notice of race-based harassment of the Student by other students.

The District assures OCR that it will take the following actions to resolve OCR's compliance concerns about the individual allegation in this case and to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI), as amended, 42 U.S.C. § 2000d, and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin by recipients of federal financial assistance from the Department.

#### **I. Individual Remedies for the Student.**

**A. Investigation.** Within thirty (30) calendar days, the District will conduct a thorough investigation into the allegation that other students have harassed the Student based on race at the School and on the Student's bus and created a hostile environment for the Student during the 2022-23 school year. When conducting its investigation, the District will consider instances where the School received reports that the Student observed racial harassment of other students, in addition to reports of peer harassment directed at the Student. If the District determines that a hostile environment exists for the Student, the District will take steps to eliminate it and prevent its recurrence, and will provide the Complainant with written notice of its determination. The District also will offer services to the Student to remedy the effects of the harassment, including, but not limited to, compensatory education and counseling services or comparable services as agreed upon between the District and the Complainant.

**B. Services.** If the District makes an offer of services to the Student and the Complainant accepts any such services, the District will provide all services prior to the beginning of the 2023-24 school year, unless the Complainant and District mutually agree to extend the timeframe.

**Reporting Requirement I.A.** Within forty-five (45) calendar days, the District will provide OCR with documentation demonstrating its compliance with Paragraph I.A. The documentation will include a copy of all: findings resulting from its investigation; notifications or communications to the Complainant; any offers provided to the Student; and any actions the District will take to eliminate and prevent the recurrence of harassment. The District will promptly and fully address feedback, if any, from OCR

until it receives notice from OCR that no further reporting is required for Reporting Requirement I.A.

**Reporting Requirement I.B.** If the District determines that an offer of services is appropriate under Paragraph I.A, the District will provide OCR with documentation demonstrating its compliance with Paragraph I.B by August 31, 2023. The documentation will demonstrate that the services agreed upon between the Complainant and the District have been timely and fully implemented. The District will promptly and fully address feedback, if any, from OCR until it receives notice from OCR that no further reporting is required for Reporting Requirement I.B.

## **II. Remedies Regarding the School's Busses**

**A. Bus Monitor.** Within fifteen (15) calendar days, the District will place a bus monitor (Monitor) on the Student's bus for the remainder of the 2022-23 school year. The Monitor will be an employee of the District who has received training regarding the District's policies and procedures that prohibit harassment on the basis of race, color, and national origin and how to report incidents of such harassment.

**B. Notice to Parents and Students about Harassment on the School's Busses.** Within fifteen (15) calendar days, the District will issue a notification to parents and guardians of students riding the School's busses explaining: 1) that the District's policies and procedures prohibit harassment of students on the basis of race, color, and national origin, and 2) how parents and students should report harassment on the basis of race, color, or national origin to the District, including the name and contact information of the designated employee.

**Reporting Requirement II.** Within thirty (30) calendar days, the District will provide OCR with documentation demonstrating its compliance with Paragraph II. The documentation will include, but is not limited to, the name and title of the Monitor; affirmation of the Monitor's placement for the duration of the 2022-23 school year; and, a copy of the issued notification. The District will promptly and fully address feedback, if any, from OCR until it receives notice from OCR that no further reporting is required for Reporting Requirement II.

## **III. Remedies Regarding the School's Substitute Teachers**

**A. Audit.** Within thirty (30) calendar days, the District will conduct an audit of the Substitute's email correspondence in the 2022-23 school year to identify all reports of harassment based on race, color, and national origin to the Substitute and to share them with School administrators. If the District identifies additional reports, the District will investigate them promptly pursuant to its policies and procedures for

race-based harassment.

- B. Folders for Substitutes.** Within thirty (30) calendar days, the District will review the information contained in the School's substitute teacher folders. If the folders do not include the contact information for reporting instances of harassment occurring at the School, the District will incorporate the notice into all folders. The District will ensure that each substitute receives a folder for each assigned class or activity that includes a copy of the District's policy prohibiting harassment based on race, color, and national origin and a directive to report to the School teacher and principal all reports or observations of harassment based on race, color, and national origin. The folder will include information about how the substitute teacher may submit a formal complaint of harassment to the District through its complaint process.
- C. Training for Substitutes.** Before any substitute begins supervising an in-person or virtual class or activity in the District, the District will provide training to the substitute on: (1) the contents of the folder for substitutes; (2) the District's policies and procedures prohibiting student harassment on the basis of race, color, and national origin with examples of each type of harassment; (3) how to report incidents of such harassment to the School teacher and principal; (4) what to do if the substitute observes harassment based on race, color, or national origin; and (5) what information to obtain from students if they report such harassment so that the District may then investigate (e.g., names of student witnesses, whether the harassment was verbal, physical, or both, whether they took any photos or videos of the harassment, and whether the harassment involved the use of any slurs or other derogatory language based on race, color, or national origin).

**Reporting Requirement III.A.** Within sixty (60) calendar days, the District will provide OCR with documentation that demonstrates its compliance with Paragraph III, including copies of all emails the District found and any documentation of the investigation(s) conducted (*i.e.*, notification letters, interview memos, letter of findings, etc.). If the District finds there are no additional reports of harassment in the emails that require a response, the District will provide documentation confirming its review and the contact information for the staff member(s) who conducted the review. The District will promptly and fully address feedback, if any, from OCR until it receives notice from OCR that no further reporting is required for Reporting Requirement III.A.

**Reporting Requirement III.B.** Within fifteen (15) calendar days, the District will provide OCR with documentation that demonstrates its compliance with Paragraph III.B. The documentation will include, but is not limited to, a copy of the notifications included in all substitute teacher folders and confirmation that the School provided the folder to all substitute teachers for the duration of this Agreement. The District will promptly and

fully address feedback, if any, from OCR until it receives notice from OCR that no further reporting is required for Reporting Requirement III.B.

**Reporting Requirement III.C.** Within thirty (30) calendar days of the end of the 2023-24 school year, the District will provide OCR with documentation that demonstrates its compliance with Paragraph III.C. The documentation will include, but is not limited to, a copy of the training it provided to the substitutes teachers, the date(s) of the training, the name(s) and job title(s) of the trainers, the names of the persons attending the training, and any materials provided during the training. The District will promptly and fully address feedback, if any, from OCR until it receives notice from OCR that no further reporting is required for Reporting Requirement III.C.

By signing this Agreement, the District 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.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with the terms of this Agreement and is in compliance with Title VI, as amended, 42 U.S.C. § 2000d, and its implementing regulation at 34 C.F.R. Part 100, which was at issue in this Complaint.

The District understands and acknowledges that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms and obligations of the Agreement and the Title VI statutory and regulatory obligations. Before initiating such proceedings, OCR will 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.

**FOR KYRENE SCHOOL DISTRICT:**

/s/  
Laura Toenjes, Superintendent

03/29/2023  
Date