

Resolution Agreement
Murrieta Valley Unified School District
OCR Case No. 09-14-1350

The Murrieta Valley Unified School District agrees, without admitting to any violation of law, to implement this Agreement to resolve the issues opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR), under Title VI of the Civil Rights Act of 1964 in the above-referenced OCR complaint.

- A. Investigative Training. The District will provide annual training by a person with appropriate expertise on how to investigate and respond to allegations of racial harassment to District and school site level administrators with responsibility for investigating and responding to such allegations. The instruction will cover, for example, how to conduct thorough investigations, how to evaluate evidence and weight it in an impartial manner, how to make credibility determinations, and the appropriate standards for determining whether racial harassment has occurred. At the District's request, OCR may provide this training at no cost to the District.

By December 19, 2014, the District will provide a written description of the proposed investigative training, including the name and qualifications of the proposed trainer, to OCR for review and approval. The District will provide the training by March 20, 2015.

- B. Research-Based Anti-Bias Training. In addition to the training above, the District will provide training, by a person with appropriate expertise, to District and school site level administrators with responsibility for investigating and responding to allegations of racial harassment concerning the genesis and nature of implicit bias and how these factors impact decision-making.

By December 19, 2014, the District will provide a written description of the proposed implicit bias training, including the name and qualifications of the proposed trainer, to OCR for review and approval. The District will provide the training by March 20, 2015.

- C. Meeting with Complainant. The District will invite the complainant to meet with District representatives to discuss her complaint from the 2014-15 school year and any concerns she has regarding how the complaint was resolved. Based on the complainant's input and all other relevant information available to the District, the District will determine whether any further action is necessary to resolve her concerns. The District will take any actions it determines are appropriate to resolve her concerns. The District will inform the complainant about the District's counseling program (Break Through) and the availability of counseling for her daughter (Student) through the District at no cost to the complainant.

By December 19, 2014, the District will provide OCR with evidence that it invited the complainant to meet with District representatives, and informed her of the availability of counseling for the Student through the District's counseling program. Within 10 days of

such meeting, the District will consult with OCR regarding the additional steps, if any, it will take to resolve her complaint. By January 29, 2015, the District will provide OCR with evidence that it has taken any steps deemed necessary to resolve the complaint, and to facilitate counseling for the Student through the District, if wanted by the complainant.

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 Title VI and its implementing regulation. The District understands that OCR will close the monitoring of this Agreement after the District has provided documentation that it has complied with the terms of this Agreement. 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 regulations implementing Title VI.

MURRIETA VALLEY SCHOOL DISTRICT

By: _____/s/ _____

Date: _____ 11/05/2014 _____