

**Agreement to Resolve
Huntington Beach City School District
OCR Case No. 09-14-1437**

In order to resolve the allegations raised in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and without admitting to any violation of the law, the Huntington Beach City School District (District) agrees to the following:

1. Climate Check. The District will develop a plan to assess and monitor the climate at XXXXX XXXXXX Middle School (School) with respect to race-, gender-, and disability-based harassment, specifically including anti-Semitic harassment, and track incidents of such harassment. The District will assess, for example, students' understanding of what constitutes harassment, their experiences with harassment, whether there are certain areas of campus where incidents are likely to occur, and whether they know where and how to report harassment. The assessment will include interviews of groups of randomly selected students from each grade in the School, and administration of a climate survey to the student body. The District may utilize the California Healthy Kids Survey for the survey, provided it is designed to measure the specific information required by this item. Based on the results of its assessment and review of incidents, the District will determine what measures are appropriate to address race, gender and/or disability harassment, including anti-Semitic harassment, at the School.

By January 30, 2015, the District will submit its proposed assessment plan for the 2014-2015 school year for OCR's review. By February 27, 2015 the District will report to OCR on any measures taken or planned for the remainder of the 2014-15 school year.

By September 30, 2015, the District will submit its proposed assessment plan for the 2015-2016 school year for OCR's review. By October 30, 2015, the District will report to OCR on any measures taken or planned for the 2015-16 school year.

2. Investigative Training. The District will provide annual training by a person with appropriate expertise on how to investigate and respond to allegations of racial, sexual, and disability harassment, including anti-Semitic harassment, to District and school administrators with responsibility for investigating and responding to such allegations, including the school resource officer. The instruction will include a review of the District's harassment policies and procedures and cover, for example, how to conduct thorough investigations, how to evaluate evidence and weigh it in an impartial manner, how to make credibility determinations, and the appropriate standards for determining whether harassment has occurred. At the District's request, OCR may provide this training at no cost to the District.

By January 30, 2015, 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 30, 2015 and confirm to OCR that it has done so.

3. Student Instruction. The District will provide recurring age-appropriate student instruction designed to increase awareness of what constitutes harassment based on race, gender, or disability, including anti-Semitic harassment. The instruction will discuss the negative effects of such harassment and how students may seek redress for it.

By September 30, 2015 and January 30, 2016, the District will provide OCR with evidence that it provided the requisite student instruction during the preceding semesters.

4. Parent/Guardian Outreach. The District will inform parents and guardians of students attending the School in writing about issues related to harassment based on race, gender, and disability, including anti-Semitic harassment, including what constitutes harassment, the impact of harassment on individual students and the educational environment, the District's prohibition of harassment, how to report harassment, the District's obligation to respond appropriately to notice of harassment, and the potential consequences and corrective action the District may take in response to harassment.

By January 30, 2015, the District will provide OCR with a draft of the proposed written notice. Within 30 days of OCR's approval, the District will issue the notice to parents of all students at the School and confirm to OCR that it has done so.

5. Monitor. The District will continue to assign an aide to observe the Student's interactions with his peers, and to intervene appropriately if s/he observes bullying of the Student. The aide will be assigned for this purpose for as long as this Agreement is in effect, unless the District and the Student's parents mutually agree otherwise.

On January 30 and September 30 of each year for as long as this Agreement is in effect, the District will confirm to OCR that an aide is assigned for this purpose.

6. IEP Team Meeting. The District will convene a meeting of the Student's IEP team to consider whether any modifications to the Student's IEP are necessary to ensure the Student continues to receive a free and appropriate public education (FAPE). The IEP team will specifically consider: the potential effects of bullying and harassment on the Student's educational program, taking into account guidelines included in the Dear Colleague letter issued by OCR on October 21, 2014¹; whether bullying and harassment of the Student is triggered by conduct that is a manifestation of his disabilities; and whether the Student has sufficient supports to address disability-based challenges in socializing with peers. The team will consider whether the monitor referenced in Item 5, above, should be part of the Student's IEP.

By February 27, 2015, the District will provide OCR with notes from the IEP team meeting and any resulting amendments to the Student's IEP.

¹ <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-bullying-201410.pdf>

7. Point Person. The District will assign a Staff Contact to the Student. The Staff Contact may be a teacher, administrator, counselor, aide, or other school staff member to whom the Student feels comfortable talking. The Staff Contact will be the Student's primary School contact for concerns about bullying and harassment. The Staff Contact will ensure incidents are reported to appropriate administrators for investigation and response. However, the Student may also report bullying and harassment to any responsible employee.

On January 30 and September 30 of each year for as long as this Agreement is in effect, the District will confirm to OCR that the District has assigned a Staff Contact to provide the Student the services described in this Agreement (such as a copy of the Student's IEP). The District will inform OCR if there is a change to Staff Contact.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled its terms and is in compliance with Title VI and Section 504 and their respective implementing regulations. 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 Section 504 and Title VI.

Huntington Beach City School District

By: _____/s/_____
Gregory Haulk, Superintendent

Date: _____01/07/2015_____