

Resolution Agreement
Perris Union High School District
OCR Case No. 09-15-1263

In order to resolve the issues raised in the above-referenced investigations by the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972 (Title IX), the Perris Union High School District (District), without admitting any violation of federal law, agrees to take the actions outlined in this Resolution Agreement (Agreement).

A. Nondiscrimination/Harassment Policy and Uniform Complaint Procedures

1. The District will revise AR 5145.3 (Nondiscrimination/Harassment Policy) and AR 1312.3 (Uniform Complaint Procedure) to clarify that:
 - a. the policies apply to complaints of sexual harassment of students by employees, other students, and third parties and to sexual harassment, in circumstances meeting certain criteria, that occurs off campus but has a continuing effect on campus, i.e., sexual harassment in the form of electronic communication;
 - b. like the complainant, the respondent may file a complaint to the Board, if dissatisfied with the compliance officer's decision prior to the District's final written decision and will be provided notice if the District needs to extend the time to complete the investigation, and to the extent permitted by and consistent with FERPA and in a manner that does not run afoul of other privileges and/or confidentiality protections, receive a written notice of outcome, including a summary of the factual information gathered, the determination as to whether discrimination, including harassment, occurred, the reasons for the decisions, any remedial and corrective actions that have been or will be taken against the respondent, and any applicable appeal procedures;
 - c. to the extent the District provides the complainant with the right to provide written consent for the extension of the investigation with respect to a delay caused by mediation, the District shall afford an equal right to the respondent;
 - d. as part of the written notice of outcome, to the extent permitted by and consistent with FERPA and in a manner that does not run afoul of other privileges and/or confidentiality protections, ensure that it is clear that the complainant who is the target of the discrimination receives information about the sanction imposed upon an individual who was found to have engaged in discrimination, including sexual harassment, when the sanction directly relates to that complainant;
 - e. upon receiving any report of sexual harassment, regardless of the filing date, the District will take steps to prevent recurrence of harassment and correct its discriminatory effects on the student, and on others, if appropriate;
 - f. the complainant has the right to proceed with a criminal investigation and a Title IX complaint simultaneously. During any temporary delay caused by the initiation of a criminal investigation, the District will take interim measures to protect the complainant (or affected student) in the educational setting, if applicable, and update the complainant and respondent on the status of the investigation and inform them when it resumes its Title IX investigation; and

- g. complainants and respondents will be informed at regular intervals of the status of the investigation.

B. Sexual Harassment Policy

- 1. The District will revise Administrative Regulation (AR) 5145.7 (Sexual Harassment Policy) to clarify that:
 - a. the policy applies to complaints of sexual harassment of students by employees, other students, and third parties and, in circumstances meeting certain criteria, to sexual harassment that occurs off campus but has a continuing effect on campus, i.e., harassment in the form of electronic communication;
 - b. the complainant has the right to proceed with a criminal investigation and a Title IX complaint simultaneously. During any temporary delay caused by the initiation of a criminal investigation, the District will take interim measures to protect the complainant (or affected student) in the educational setting, if applicable, and update the complainant and respondent on the status of the investigation and inform them when it resumes its Title IX investigation; and
 - c. complainants and respondents will be informed at regular intervals of the status of the investigation.
- C. The District will clarify in its Sexual Harassment Policy and Nondiscrimination/Harassment Policy that the Uniform Complaint Procedure shall be used to resolve oral and written reports and complaints of sexual harassment of students by any employee(s), other student(s), and third party(ies).
- D. With respect to the items in A.1 and B.1, to the extent that the Nondiscrimination/Harassment and Sexual Harassment policy and Uniform Complaint Procedures appropriately and clearly reference each other, the items need only be listed in one of the policies. The District will ensure that any statements in any of the policies that contradict the requirements in items A.1 and B.1 are deleted or amended.
- E. The District will post and provide notice of the revised BP/AR 5145.7, BP/AR 5145.3, and BP/AR 1312.3, as applicable, in accordance with the Notification section of each respective policy. Such notice shall include providing a copy of the revised BPs and ARs to school site administrators and staff posting them on the District's website, and referencing them in the Student Handbook.
- F. The District will revise, where applicable, its Notice of Nondiscrimination to the extent necessary to ensure that it includes that complaints may be filed with OCR, to include all of the contact information for the Title IX Coordinator(s), including office and email address and telephone number, and either clarify which of the individuals designated by the District as a Title IX Coordinator is ultimately responsible for carrying out and coordinating the responsibilities under Title IX or identify the job duties of the Coordinators, if such responsibilities are divided. The

District will distribute the Notice of Nondiscrimination in accordance with the requirements of 34 C.F.R. § 106.9(b).

- G. The District will draft a Discrimination Policy and Complaint Procedure Guidance Memorandum to all District staff which will include clear information about the application and interaction of all of the Board Policies and Administrative Regulations listed in D., and the process for responding to reports of discrimination and harassment in a prompt and equitable manner.
- H. Staff Guidance and Training
 - 1. The District, in consultation with its Title IX Coordinator, will provide a mandatory training for District administrators and all staff at XXXXXX XXXXXX High School (XXXX), which will clarify their specific responsibilities when a report or complaint of sexual harassment is made and address the scope of their responsibilities when a complaint concerns off-campus harassment, such as electronic communication, or involves a pending criminal investigation.
 - 2. At the training session, the District will distribute and explain the requirements in the revised policies and procedures, in addition to the Complaint Procedure Guidance Memorandum to District and XXXX staff described above.
- I. Student Questionnaire, Education, and Training
 - 1. XXXX will conduct at least one one-hour training, which shall include the topic of sexual harassment among other topics that address discrimination and the complaint process, for all students each school year. Such training can occur as part of other training at an assembly or in individual classes at the District's discretion, and can be offered during the orientation training offered by XXXX at the commencement of each school year. The training will include information about sexual harassment through electronic communication.
 - 2. XXXX will initiate a student survey to assess students' understanding regarding what sexual harassment is, how to prevent sexual harassment, and the process for reporting and investigating sexual harassment on campus. XXXX will use the results of the student survey to develop the trainings in I.1 and H.1.
- J. Individual Student
 - 1. The District will provide the Complainant/Student, and respondent with a written notice of the outcome of the investigation the District completed in XXXXX 2015, including the steps taken to investigate the complaint, a summary of the factual information gathered, its determination as to whether discrimination, including harassment, occurred, the reasons for its decisions, any remedial and corrective actions it has taken or will take, if applicable, and any appeal rights, if applicable.

K. Reporting Requirements

1. Within 90 days of the date of executing the Agreement, the District will provide OCR with a draft of the revised policies and procedures and notice of nondiscrimination described in Sections A, B, C, D and F for review and approval.
 - a. Within 60 days of OCR's approval of the revised policies and procedures, the District will provide OCR with a copy of the adopted policies and procedures and notice of nondiscrimination.
2. Within 20 days of the District's adoption of the revised policies and procedures, the District will provide OCR with a draft of the notice and staff guidance memorandum described in Sections F and G for review and approval.
 - a. Within 15 days after OCR's approval of the notice and guidance memorandum to staff, the District will provide OCR with a copy of the final notice and memorandum, and documentation to show that they were distributed.
3. Within 30 days of the commencement of the 2016-2017 School Year (SY), the District will provide OCR with documentation that the training described in Section H. has been completed. The documentation will include the date of the training, the name(s) of the trainer(s), the agenda and materials from the training, and a list of the participants.
4. Within 30 days of the date of execution of the Agreement, the District will provide OCR with a draft of the student survey described in Section I.2 for review and approval. Within 20 days after OCR's approval of the student survey, the District will provide OCR with a final copy of the survey, documentation that the survey was administered and the results of the survey, including any additional efforts that the District will take based on the survey results to educate students and promote a positive school climate.
5. Within 30 days of the of the commencement of the 2016-2017 SY, the District will provide OCR with documentation that it has completed the training for students described in Section I.1, including how the training was conducted, the names of the trainers, the agenda and materials from the training, and confirmation that all students received the training.
6. By May 31, 2016, the District will provide OCR with documentation to show that the District provided the Complainant, Student, and respondent with the written outcome, as described in Section J.

L. Monitoring

1. The District understands that OCR will not close the monitoring of the Agreement until OCR determines that the District has fulfilled its terms and is in compliance with Title IX and its implementing regulations, which were at issue in this case.
2. The District further understands that during the monitoring of this agreement, if necessary, OCR may visit the District to 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 the Agreement and is in compliance with the regulation implementing Title IX and

its implementing regulations, which were at issue in this case. By signing this Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement.

3. The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the District written notice of the alleged breach and 60 days to cure the alleged breach.

_____/s/_____
Jonathan L. Greenberg, Ed.D.
Superintendent

04/21/2016
Date