

Resolution Agreement
Partnership to Uplift Communities Schools
09-15-1493

Partnership to Uplift Communities (PUC) Schools, without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the compliance concerns identified in the above-referenced case by the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. § 1681 et seq., and its implementing regulations.

I. Guidance for Personnel

- a. PUC Schools will issue written guidance to teachers, counselors, and other personnel who are frequently in contact with students at Community Charter Early College High School (School) regarding:
 - i. The School's obligation under Title IX to respond to notice of sexual harassment of students by promptly conducting an impartial inquiry designed to reliably determine what occurred and, if sexual harassment is found, taking effective steps tailored to stop the harassment, eliminate the hostile environment, address the effects of the harassment on the student who was harassed, and prevent the harassment from recurring.
 - ii. PUC Schools' expectation that School personnel will promptly notify designated School administrators upon receiving notice of conduct that could be considered sexual harassment of a student, including verbal reports of such conduct.
- b. Reporting requirement: By 9/28/2018, PUC Schools will provide OCR a draft of the written guidance referenced in Section I.a. of this Agreement for review and approval. Within two weeks of OCR's approval, PUC Schools will confirm that it has distributed the written guidance to School personnel.

II. Guidance for Administrators

- a. PUC Schools will issue written guidance to School administrators responsible for receiving and responding to notice of sexual harassment of students regarding:
 - i. The School's obligation under Title IX to respond to notice of sexual harassment of students, including verbal reports, by promptly conducting an impartial inquiry designed to reliably determine what occurred and, if sexual harassment is found, taking effective steps tailored to stop the harassment, eliminate the hostile environment, address the effects of the

harassment on the student who was harassed, and prevent the harassment from recurring.

- ii. PUC Schools' expectation that School administrators responsible for investigating reports, complaints, or other notice of sexual harassment against a student will, at the conclusion of the investigation: reach a determination as to whether sexual harassment did or did not occur; and notify the parties of the determination and the basis for the determination.

- b. Reporting requirement: By 9/28/2018, PUC Schools will provide OCR a draft of the written guidance referenced in Section II.a. of this Agreement for review and approval. Within two weeks of OCR's approval PUC Schools will confirm that it has distributed the written guidance to School administrators responsible for receiving and responding to notice of sexual harassment of students.

Monitoring:

PUC Schools 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 the Agreement. Further, PUC Schools understands that during the monitoring of this Agreement, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether PUC Schools has fulfilled the terms of this Agreement. Upon PUC Schools' satisfaction of the commitments made under the Agreement, OCR will close the case.

PUC Schools 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 will give PUC Schools written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Adriana Abich, Valley Regional Superintendent

5/23/2018
Date