

Resolution Agreement

Santa Rosa City School District

OCR Case Number 09-15-1515

The Santa Rosa City School District (District), to resolve concerns identified during the investigation of the above-referenced complaint, without admitting to any violation of law, agrees to implement the following provisions in this Resolution Agreement (Agreement) submitted to the Office for Civil Rights, United States Department of Education (OCR), under the Title VI of the Civil Rights Act of 1964 (Title VI).

I. Guidance on Harassment Based on Race, Color or National Origin

- A. The District will arrange for mandatory training on harassment based on race, color and national origin to be provided to school site administrators in the District. OCR is available to provide the training at no cost upon request. The District will extend an invitation to all District School Resource Officers (SROs) to attend the training. The training will take place in the fall of the 2016-2017 school year and will include the topics listed below:
1. The District policy prohibiting discrimination, including harassment, against a student based on race, color and national origin by another student, a District employee, or a third party;
 2. OCR's Dear Colleague Letter on Bullying and Harassment (available at <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201010.html> (October 26, 2010)). This letter clarifies the relationship between bullying and discriminatory harassment and how schools should respond;
 3. The types of conduct that could constitute harassment based on race, color or national origin, such as verbal acts and name-calling, graphic and written statements about racial or cultural stereotypes, including those targeting an individual's primary language or English Learner status, or other conduct that may be physically threatening, harmful or humiliating;
 4. A review of the procedure the District uses to resolve complaints of discrimination, including harassment based on race, color or national origin; what an administrator should do if he or she observes or learns of harassment based on race, color or national origin of a student by a peer, District employee, or third party, including if applicable the site administrator's responsibility for promptly investigating such incidents and for notifying complainants of the outcome of a complaint, or for referring the complaint to a District administrator; and
 5. An explanation of what staff members should do if they observe or learn of harassment based on race, color or national origin of a student by a peer, a District staff member, or a third party, and guidance on how administrators should ensure that staff members are aware of their responsibilities.

- B. The District will distribute a guidance memorandum to all District and site administrators at the training that includes the information in Section II.A above, and will provide the training via e-mail or in hard copy to any District and site administrators who were unable to attend, as well as all District SROs.
- C. The District will designate a knowledgeable individual in the District to serve as a resource for any administrators or school site staff members who have questions as to how the guidance applies to a given situation and/or scenario.
- D. The District will provide mandatory training, by a person with appropriate expertise, to District administrators and all individuals identified as having authority to receive or respond to discrimination complaints regarding the genesis and nature of implicit bias and how these factors impact decision-making. The District will extend an invitation to all District SROs to attend the training.
- E. The District will provide an age-appropriate informational program for students at the School designed to increase awareness of what constitutes harassment based on race, color or national origin, inform students of the consequences of harassment for both the student who is the target of the harassment and for the harasser, and encourage students to report harassment. The topics of the instructional program should include, but are not limited to:
 - 1. The differences between bullying and harassment that may be discriminatory in nature;
 - 2. The types of conduct that could constitute such harassment, including verbal acts and name-calling, graphic and written statements based on racial or cultural stereotypes, including those targeting an individual's primary language or English Learner status, or other conduct that may be physically threatening, harmful, or humiliating;
 - 3. The negative impact that such harassment has on the educational environment;
 - 4. The consequences that may be imposed on students who engage in harassment of other students based on race, color or national origin and the process for resolving such incidents through the School's restorative justice process; and
 - 5. How students should respond if they experience or witness such harassment, including the reporting avenues available.

II. Staff Training and Written Procedures for Communicating with LEP Parents

- A. The District will develop plans for initial and ongoing training of all Engagement Facilitators who provide oral interpretation and/or written translation for LEP parents. The Engagement Facilitators will then train School site staff who provide oral interpretation and/or written translation for LEP parents. This training will include instruction in the following areas:

1. The role of the interpreter in communication with LEP parents and the protocol and ethics of interpretation, including the need to maintain confidentiality.
 2. The specialized terms or concepts that will be used in the activities in which the employee will be providing interpretation.
 3. That generally, it is not appropriate to use family members and friends, including students or other children, for the provision of interpretation except in emergency situations, that the use of such individuals may raise issues of confidentiality or other concerns, and that even though LEP parents/guardians may voluntarily bring their own interpreter, the District may still need to provide an interpreter to ensure accurate interpretation of important information.
 4. That generally, the District will accept a parent's assertion that he or she needs language assistance without requiring additional corroboration.
- B. The School will notify LEP parents in writing of the availability of oral interpretation services and written translation services and the procedure that parents should follow to request these services. This notification will be posted in English and Spanish in prominent places on the School campus, including the School's main office.
- C. The School will draft written protocol for School staff and administrators to follow when responding to requests from LEP parents for oral interpretation or written translation services in emergency circumstances. This protocol will also include the steps that School staff and administrators will follow if the request for assistance is in a low-incidence language.

III. Individual Remedies

- A. The District will contact the Complainant and the Student's Mother and offer to pay for the cost of ten one-hour counseling sessions for the Student. If the offer is accepted, the District will coordinate with the Complainant and/or the Student's Mother and arrange for these sessions to be provided in-person by a psychologist or other therapist who is not a District employee, who is based in the United States, and who has experience working with students to address the effects of harassment and physical assault. If the Student does not reside in the United States at the time of the District's offer, the District will arrange for these sessions to be offered remotely by an employee of a non-public agency certified by the California Department of Education. These sessions are to be held between the date on which this agreement is signed and August 15, 2017. Any sessions unused by the Student as of August 15, 2017 shall be forfeited.
- B. The District will contact the Complainant and the Student's Mother and offer to pay for twenty-five one-hour sessions of in-person academic tutoring for the Student in the areas of English language, writing, and reading instruction. If the offer is accepted, the District will coordinate

with the Complainant and/or the Student's Mother regarding arrangements for the tutoring, including the number of sessions, the beginning and end dates of the sessions, the material to be covered, and the name(s) of the tutoring provider. If the Student does not reside in the United States at the time of the District's offer, the District will arrange for these sessions to be offered remotely by a non-public agency that is certified by the California Department of Education to provide these sessions. These sessions are to be held between the date on which this agreement is signed and December 15, 2017. Any sessions unused by the Student as of December 15, 2017 shall be forfeited.

- C. If the Student reenrolls in the District on or before May 30, 2018, the District will convene a meeting within fifteen school days of the date on which the Student reenrolls in the District.
 - a. The attendees are to include, at minimum, the Student's Mother, a qualified Spanish-speaking interpreter, a School administrator knowledgeable about Student's curriculum and educational needs, and a School counselor.
 - b. The purpose of the meeting is to discuss the development of an individualized Support Plan for the Student to assure the Student a safe, equitable, nondiscriminatory school environment and safe and equitable access to all school and district activities. The Support Plan will identify a District staff member who will serve as a designated point of contact for the Student and the Student's Mother in the event that they wish to report concerns or incidents regarding harassment of the Student.

- D. If the Student reenrolls in the District on or before May 30, 2017, the District will also discuss the development of an Individualized Tutoring Plan. The purpose of the Tutoring Plan is to develop strategies to ensure that student receive sufficient compensatory educational services, including tutoring at District expense, if the meeting attendees determine that such services are necessary, and to assure the Student a safe, equitable, nondiscriminatory school environment, and safe and equitable access to all school and district activities.
 - a. If at the time of reenrollment the Student has not used the counseling sessions pursuant to Section III.A, the District will offer at the meeting to pay for the cost of ten one-hour counseling sessions for the Student. If the offer is accepted, the District will coordinate with the Complainant and/or the Student's Mother and arrange for these sessions to be provided in-person by a psychologist or other therapist of the Complainant's or the Student's Mother choosing from a non-public agency certified by the California Department of Education who has experience working with students to address the effects of harassment and physical assault.

- E. If the Student does not reenroll in the District but reenrolls in another school district in the United States on or before May 30, 2017, and notifies the District of such, and the Student has not used the tutoring and/or counseling sessions described in Sections III.A. and III.B., the

District will renew its offer in Sections III.A. and III.B. and offer to pay for the cost of ten in-person one-hour counseling sessions and twenty-five in-person one-hour academic tutoring sessions in the areas of English language, writing and reading instruction. If either offer is accepted, the District will make the arrangements described in Sections III.A. and III.B.

IV. Monitoring and Reporting

- A. By September 9, 2016, pursuant to Section I.B. above, the District will provide a draft of the guidance memorandum to OCR for review and approval. The District will finalize the memorandum within 30 days of receiving OCR's comments.
- B. By September 9, 2016, pursuant to Section I.A. above, the District will provide to OCR for review and approval a copy of the harassment training agenda, including the names of the trainer(s) and the proposed date(s) of completion, and a copy of the training materials. The District will also provide documentation stipulating that it has extended an invitation to all District SROs to attend this training. If the District would like OCR to provide the training the District will submit a request to OCR by September 9, 2016.
- C. By December 15, 2016, the District will provide OCR with documentation that shows that it has completed the training described in Section I.A. above. This documentation is to include (a) the names and titles of the trainer(s), (b) the dates of the trainings, (c) a copy of the final agenda and materials used at each of the trainings, and (d) a list of the participants.
- D. Within ten days of the date of the training, the District will provide the OCR with a final copy of the guidance memorandum and distribution list pursuant to Section I.B. above.
- E. By September 30, 2016, the District will provide a written description of the proposed implicit bias training described in Section I.D. above to OCR for review and approval. This description is to include the name and qualifications of the proposed trainer. The District will also provide documentation stipulating that it has extended an invitation to all District SROs to attend this training.
- F. By June 30, 2017, the District will provide OCR with documentation demonstrating that the implicit bias training has been completed. The documentation will include the date(s) of the training, the names of the individual(s) providing the training, and copies of the materials used and/or given to the participants.
- G. By September 30, 2016, the District will provide OCR with a description of how it intends to provide the informational program to students described in Section I.E. for review and approval, including information about the materials to be used, the name(s) and affiliations of the individual(s) who will deliver the instruction, and the schedule for providing it.

- H. By December 15, 2016, the District will provide OCR with documentation demonstrating that the informational program for students has been completed. The documentation will include the date(s) of the instruction, the names of the individuals providing the instruction, and copies of the materials used and/or given to students.
- I. By September 9, 2016, the District will submit to OCR for review and approval its plans for staff training as described in Section II.A above, including copies of the training materials and the names and positions of the trainer(s). This training must be completed by December 16, 2016. Within 15 days of completion, the District will provide OCR with documentation that the training has been completed. This documentation is to include the date(s) of the training and a list of staff participants. By March 18, 2107, the District will also provide OCR with documentation that the Engagement Facilitators have arranged for the aforementioned training to be provided to all School site staff.
- J. By September 9, 2016, the District will provide a draft to OCR of the notice in Section II.B for review and approval. Within 10 days of OCR's approval, the District will post the notice at the School site.
- K. By September 9, 2016, the District will provide a draft to OCR of its written emergency protocol for review and approval. Within 10 days of OCR's approval, the District will publish and disseminate the protocol to all facilitators, administrators, and school staff providing translation services and provide documentation of the same to OCR.
- L. The District will submit documentation to OCR by September 15, 2016 confirming that it has contacted the Complainant and the Student's Mother and offered to provide ten counseling sessions on an in-person basis, or remotely if the Student resides outside of the United States, to the Student.
- M. If the offer for counseling sessions is accepted, the District will arrange for ten such sessions to be provided to the Student, or a portion thereof used by the Student, by August 15, 2017, pursuant to Section III.A. The District will provide confirmation to OCR of the arrangements, including a description of the services provided and the dates on which they were provided, by September 15, 2017.
- N. The District will submit documentation to OCR by September 15, 2016 confirming that it has contacted the Complainant and the Student's Mother and offered to provide twenty-five tutoring sessions on an in-person basis, or remotely if the Student resides outside of the United States, to the Student.

- O. If the offer for tutoring sessions is accepted, the District will arrange for twenty-five tutoring sessions to be provided to the Student, or a portion thereof used by the Student, by December 15, 2017. The District will provide confirmation of such to OCR by January 15, 2018.
- P. If the District has not received a response from the Complainant or the Student's Mother to its offer to provide counseling and/or tutoring services to the Student pursuant to Sections III.A. and III.B., the District will provide documentation to OCR stipulating: (a) that it has contacted the Complainant and/or the Student's Mother at least three times each by e-mail and telephone; and (b) that it has completed all of the requirements of Sections I and II of this resolution agreement.
- Q. If the Student reenrolls in the District, the District will provide OCR a copy of the following within 10 days of the date on which the meeting is held: (a) the names and titles of the participants; (b) a copy of the meeting notes and any other documentation generated or reviewed at the meeting; and (c) a copy of the individualized Tutoring Plan, if the meeting attendees determine that tutoring is necessary; (d) a copy of the individualized Support Plan; and (e) a copy of its offer to provide ten counseling sessions if the Student has not already received the counseling services pursuant to the terms of this resolution agreement, and the family's response.
- R. If the Student does not reenroll in the District but reenrolls in another school district in the United States, and notifies the District of such, the District will provide confirmation to OCR by June 15, 2017 that it has offered counseling and/or tutoring sessions as described in Sections III.D.

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 regulations, at 34 C.F.R. Part 100, which were at issue in this case.

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 Title VI and its implementing regulations, at 34 C.F.R. Part 100, which were at issue in this case.

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

_____/s/_____
Assistant Superintendent for Human Resources
Santa Rosa City School District

08/09/2016
Date