

Resolution Agreement
Pomona Unified School District
Case No. 09-16-1275

In order to resolve the compliance concern identified by the U.S. Department of Education, Office for Civil Rights (OCR), in the investigation of the above-referenced complaint filed against the Pomona Unified School District (District) pursuant to Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the District agrees to take the actions in this Resolution Agreement (Agreement).

I. Services

For each disciplinary referral issued by the individual staff member identified in the complaint to an African-American student in the class during the 2015-16 school year, the District will determine whether the referral was the result of different treatment on the basis of race and will provide OCR with documentation supporting that determination.

For each referral the District determines resulted from different treatment on the basis of race, the District will offer services to the student to address lost class time. If the District determines there was different treatment and has specific documentation as to how long each student was removed from class for each referral, it may consider lost class time and any other relevant factors it identifies as a basis to calculate the total amount of services; if it does not, it will provide OCR the basis for determining the total amount of services.

For each student for whom the District determines services are appropriate, the District will contact the parent(s) or guardian(s) of each Student to make this offer. If the District is unable to locate a parent or guardian, it will provide OCR documentation of its efforts. Any services unused as of December 31, 2019 shall be forfeited.

Reporting Requirements:

By January 10, 2019, the District will provide to OCR documentation showing the number of referrals from staff for each African-American student during the 2015-16 school year, the District's determination as to whether each referral resulted from different treatment on the basis of race, and the proposed amount of services to be offered to each student.

By January 10, 2019, the District will contact the students through their parent(s) or guardian(s) in writing to offer the services. Within 30 days of contacting the students, the District will provide OCR with copies of the written offer made to each student's parent(s) or guardian(s).

By December 31, 2109, the District will provide OCR with documentation showing that the services were provided. If any of the students do not avail themselves of the full amount of services offered by the District, the District will provide OCR with information documenting which students did not accept the offer of services and/or which students accepted the offer but did not use the full amount of services offered to them.

II. Monitoring

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the District understands that during the monitoring of this Agreement, 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, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Richard Martinez, Superintendent
Pomona Unified School District

11/19/2018
Date