

## **RESOLUTION AGREEMENT**

### **Redlands Unified School District Compliance Review Number 09-20-5002**

The Redlands Unified School District (the District), without admitting liability, enters into this Resolution Agreement (the Agreement) to resolve the violations and compliance concern that the Office for Civil Rights (OCR) of the U.S. Department of Education (the Department) identified in Compliance Review Number 09-20-5002. This review evaluated the District's compliance with Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681-1688, and its implementing regulations at 34 C.F.R. Part 106, with respect to the District's policies, procedures, and responses to student-to-student and employee-to-student sexual assault. Title IX and its regulations prohibit discrimination on the basis of sex, including sexual harassment, in any education program or activity operated by a recipient of Federal financial assistance from the Department. The District agrees to the terms of this Agreement without admitting any violation of Title IX or any other law.

Each item of the Agreement applies to all District-operated schools.

#### **I. COORDINATION OF COMPLIANCE WITH TITLE IX**

- A. The District will notify District employees, students, and their parents of the District's designated Title IX Coordinator by updating its website, student/parent and employee handbooks, student and employee nondiscrimination policies, and boundaries policy, to include the telephone number, email address, and office location for the Title IX Coordinator, and by including this information in its revised grievance procedures as required in Item II. (The term "parent" in this Agreement includes legal guardians of all District students.)
- B. The District will ensure that the employee(s) designated as its Title IX Coordinator(s) coordinate its efforts to comply with and carry out its responsibilities under Title IX, including coordinating:
  - 1. the implementation of its grievance procedures;
  - 2. its Title IX investigations of complaints and reports of student-to-student and employee-to-student sexual harassment;
  - 3. monitoring outcomes of such investigations;
  - 4. the creation and maintenance of records of the District's Title IX investigations and other responses to reports and complaints of sexual harassment;
  - 5. identifying and addressing any patterns revealed during or after such investigations; and

6. assessing any effects of such harassment on the climate of the District and its schools.
- C. The District will draft a notice for OCR’s review and approval that will notify all of its employees in writing that they must promptly notify the Title IX Coordinator(s) of all Title IX reports or complaints of which they are aware, including when the District has notified Child and Family Services (CFS) or local law enforcement.
- D. The District also will ensure that its Title IX Coordinator:
1. has access to information regarding incidents of sex-based harassment, including with respect to the administration of school discipline therefore;
  2. is appropriately trained in all areas over which the Coordinator has responsibility, including knowledge of the District’s policies and grievance procedures regarding sex discrimination, including sexual harassment, and applicable Title IX regulations;
  3. participates in drafting and revising policies and procedures to help ensure these comply with the requirements of Title IX; and
  4. is free of potential conflicts of interest.
- E. The Title IX Coordinator(s) will draft and develop a monitoring program for OCR’s review and approval to assess the effectiveness of the District’s overall Title IX anti-discrimination efforts. At a minimum, the Title IX Coordinator(s) or qualified designee(s) will annually:
1. review all reports and complaints of discrimination on the basis of sex, including allegations of sexual harassment by students and employees;
  2. review all information collected during the climate surveys required by Item VI;
  3. compile, evaluate, and analyze all surveys, reports, and complaint data collected, including an assessment of whether reported incidents of sexual harassment have increased or decreased in number and severity and whether there are any particular locations or programs in the District where a sex-based hostile climate might exist; and
  4. propose recommendations, if any, for improving the District’s anti-harassment efforts and timelines for implementing the recommendations.
- F. REPORTING
1. Within 30 days of executing this Agreement, the District will submit to OCR for its review and approval documentation demonstrating compliance with Item I.A.

2. Within 30 days of executing this Agreement, the District will submit to OCR for its review and approval the draft identified in Item I.C. of the Agreement.
3. Within 30 calendar days of OCR's approval of the draft identified in Item I.C., the District will submit to OCR documentation that the District distributed the approved statement in Item I.C to all employees, including providing OCR a copy of the communication sent to all employees.
4. Within 60 days of executing this Agreement, the District will submit to OCR for its review and approval the draft of the proposed monitoring program required by Item I.E. By September 1, 2024, and September 1, 2025, the District will provide OCR with documentation demonstrating that the Title IX Coordinator completed the annual reviews. This documentation will include information about the reports and complaints of sex discrimination to the District, including: the date filed, the complainant's name and status (e.g., student and/or employee), the respondent's name and status, the location of the alleged discrimination (e.g., school name or bus), the type of complaints (e.g., sexual assault, other sexual harassment, other sex discrimination, retaliation), and any trends or patterns identified among the reports or complaints (e.g., a repeat respondent or school). This documentation also will include: a summary of the climate survey results, any actions taken in response to the survey results or any identified trends or patterns, and recommendations and timelines for improving the District's anti-harassment efforts.

## **II. TITLE IX POLICY AND TITLE IX GRIEVANCE PROCEDURES**

- A. Within 30 days of executing this Agreement, the District will review, revise (if necessary), and provide to OCR for review and approval the District's policies prohibiting sex discrimination, including sexual harassment, grievance procedures providing an appropriate response to reports and formal complaints of student-to-student and employee-to-student sexual harassment, and its policies regarding violations of professional boundaries (collectively referred to as Sexual Harassment Procedures).
- B. The District will ensure that its revised Sexual Harassment Procedures comply with the regulations implementing Title IX. The District will ensure that its Sexual Harassment Procedures are cross-referenced with other nondiscrimination policies, linked, internally consistent, and do not contain conflicting or contradictory information.
- C. Within 60 days of receiving OCR's approval, the District will submit to OCR documentation that the District has adopted, published, provided notice of, and widely disseminated the approved Sexual Harassment Procedures to students, parents, employees, applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District. The notice will include, at a minimum:

1. posting a link to the policies and procedures on the District Board of Education (“Board”) “Policies” webpages and on the webpage of every District school;
2. posting a link to the policies and procedures on all the District’s relevant webpages, including, but not limited to, the District’s “Human Resources,” “Complaint Procedures,” “Diversity and Equity,” and “Employee Information” webpages;
3. providing the policies and procedures to all District employees and all parents and guardians of District students; and
4. including information in each school’s student handbook, parent handbook, and/or family handbook at the next publication date about how to access the policies and procedures and who to contact with questions about the policies and procedures. (All communications required by this Agreement will comply with the requirements of the Civil Rights Act of 1964 regarding providing school-related information to parents and guardians with limited English proficiency in a language that they understand.)

### **III. TRAINING FOR PERSONNEL**

- A. For the duration of OCR’s monitoring of this Agreement, the District will ensure that a qualified trainer with expertise regarding the Title IX regulations applicable to sexual harassment provides annual training to the District’s Title IX Coordinator(s), school-level administrators, investigators, decision-makers, any person facilitating an informal resolution, and other District employees who are designated to be responsible for any stage of the Title IX grievance procedures for sexual harassment complaints, including processing, investigating, adjudicating and/or resolving reports and formal complaints of sexual harassment to ensure that investigations are prompt and equitable. The training will review and include instruction on:
  1. the District’s Sexual Harassment Procedures developed under Item II above;
  2. the definition of sexual harassment under the Title IX regulations and how to identify what constitutes sexual harassment under the Title IX regulations including when conduct that violates the District’s Boundaries Policy, such as “grooming” or inappropriate romantic or sexual interactions, may also constitute sexual harassment under Title IX;
  3. what constitutes notice of sexual harassment under the Title IX regulations and the duty to respond to such notice;
  4. reporting sexual harassment, the difference between reports and complaints of sexual harassment, and the District’s obligations with regard to reports and complaints of sexual harassment;
  5. the scope of the District’s education program or activity;

6. how to correctly identify sexual harassment incidents to ensure that they are appropriately identified and that the District responds to them as required by the Title IX regulations;
  7. available supportive measures for the parties, the duty to follow a grievance process that complies with Title IX before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent, and remedies for complainants and others subjected to sexual harassment;
  8. how to conduct an investigation and grievance process in compliance with Title IX for complaints of sexual harassment, involving students, employees, and third parties, including, if applicable, hearings, appeals, and informal resolution processes;
  9. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  10. if the District decides to hold a live hearing, how to use any technology that will be utilized at a live hearing and how to handle any relevancy determinations about evidence, including when questions and evidence about the complainant's sexual predispositions or prior sexual behavior are not relevant as described in the Title IX regulations;
  11. for investigators, how to assess relevance to create an investigative report that fairly summarizes relevant evidence;
  12. record retention requirements under 34 C.F.R. § 106.45(b)(10);
  13. Title IX prohibitions on retaliation; and
  14. notice to all parties of the outcome of the investigation.
- B. For the duration of OCR's monitoring of this Agreement, the District will provide training to all District staff as required by Title IX and at least biennially that will cover:
1. its revised Sexual Harassment Procedures developed under Item II;
  2. how to identify what constitutes sexual harassment, including a hostile environment, including how to identify when conduct that violates the Boundaries Policy may also constitute sexual harassment;
  3. the obligation of the District's employees to report sexual harassment to the designated site administrator and the Title IX Coordinator, including allegations of employee-to-student sexual harassment;
  4. the District's responsibilities under Title IX to respond to reports and formal complaints of sexual harassment; and

5. the remedies available to parties found to have been subject to sexual harassment.
- C. To monitor the effectiveness of the training, the District will administer a survey about the quality of each training to all trainees. The District will ensure that the Title IX Coordinator(s) or a designee(s) reviews the survey results and, as appropriate revises the training materials in response to the survey results to ensure the training's effectiveness.

#### D. REPORTING

1. Within 60 days of executing this Agreement, the District will provide for OCR's review and approval the District's plan to provide the training to its employees prior to September 1 of the applicable school years, including the name and qualifications of the trainer(s) and the titles of District staff who will be trained.
2. After OCR approves the training materials, the District will deliver that training to District employees prior to September 1 of the applicable school year, in accordance with the training plan that OCR approved. By September 15 of the applicable school year, the District will provide to OCR documentation that the OCR-approved training was provided to the staff required in Items III..A-B, including how many staff, if any, have not yet received such training, a plan to get them trained within 60 days, the dates of the training, its delivery method (e.g., in person, online, or hybrid), the names and titles of the trainer(s), a copy of any materials used or distributed at the training, and the training survey results.
3. By September 30 of the applicable school year, the District will provide to OCR documentation that the District fulfilled Title IX requirements for publication of all materials used to train the staff.
4. The District will report its proposed revisions to the training in response to the survey results for OCR's review and approval when the results support revisions.

### IV. TRAINING FOR STUDENTS

- A. By the end of the 2024-2025 school year, the District will provide age-appropriate training for District students that will cover:
1. the District's revised Sexual Harassment Procedures developed under Item II, including where to locate the procedures on the District's website, and the existence of OCR and its authority to enforce Title IX;
  2. what constitutes sexual harassment, the District's prohibition against sex discrimination, including sexual harassment, the District's commitment to having a District environment free from sexual harassment and other harassment based on sex, and a statement that harassment of students based on sex will not be tolerated;

3. what students should do if they believe they or other students have been subjected to sexual harassment, including how to report such harassment to any ESE employee and how to file a formal complaint of such harassment with the Title IX Coordinator(s) or their designee(s), including their current and complete contact information;
4. the role of the Title IX Coordinator(s) and school administrators to coordinate the District's response to reports and formal complaints of sexual harassment; and
5. the supportive measures available to students who report sexual harassment or retaliation, and the available remedies following a finding of sexual harassment and/or retaliation after an investigation.

**B. REPORTING**

1. By September 30, 2024, the District will provide to OCR, for its review and approval, the District's student training materials and its plan for delivery of the training, indicating the name and qualifications of the trainer(s).
2. After receipt of OCR's approval, the District will deliver that training to District students by the end of the 2024-2025 school year. Within 60 days of delivering the training required pursuant to Item IV.A.1-5 above the District will provide OCR with a copy of the training materials.

**V. MAINTENANCE OF RECORDS**

- A. Within 60 days of executing the Agreement, the District will develop for OCR review and approval a Title IX record-keeping system that adequately and accurately documents and preserves all records required by 34 C.F.R. § 106.45(b)(10), including but not limited to reports and formal complaints of sexual harassment, along with the District's responses to such reports and investigations of such complaints, including any written documentation sent or received in relation to the report or complaint, interview notes, witness statements, the provision of any supportive measures to the parties, and any relevant correspondence.
- B. The District's record-keeping procedures will require that the District:
1. Track electronically all Title IX reports and formal complaints of sexual harassment in a manner that includes relevant information related to the report or complaint, including: the reporter's name and status for reports; the complainant's name and status for formal complaints; the respondent's name and status; a description of the alleged harassment (e.g., sexual assault); the names and status of all identified witnesses of the alleged harassment; the name and job title of the person receiving the report or complaint; the date, time, and location of the harassing incident(s), the date the District became aware of the incident(s); and the date the Title IX Coordinator(s) received notice of the incident;

2. Document any supportive measures and/or remedies offered to the parties and/or other individuals prior to, during, and/or after the completion of an investigation of sexual harassment;
  3. Document all disciplinary sanctions issued to students or employees for violations of the revised Title IX Policy and Sexual Harassment Procedures referenced in Item II;
  4. Note in personnel files all final Title IX determinations against employees or contractors (e.g., School Resource Officers) consistent with the Title IX regulation, state and local laws, District policies, and applicable collective bargaining agreements. The notation will provide a summary of the nature of the allegations of sexual harassment, indicate whether the District found that the employee or contractor engaged in sexual harassment, including any violation of District policies, and, if so, the sanctions the District imposed on the employee or contractor; and
  5. Maintain a copy of notification letters and written determinations regarding sexual harassment provided to and received by the parties.
- C. Within 60 days of the end of each school year, the Title IX Coordinator will provide to the Superintendent and the Board a written summary of the information captured by the tracking system over the preceding school year, including, but not limited to:
1. the number of reports and complaints of sexual harassment, disaggregated by school;
  2. the number of reports and complaints of sexual harassment resolved through any informal process authorized by the Title IX regulations;
  3. the number of sexual harassment investigations conducted under Title IX, disaggregated by outcome;
  4. any patterns or concerns about sexual harassment (e.g., repeat harassers or campuses or activities with multiple reports) raised by the information gathered; and
  5. recommendations for steps the District should take in response to any patterns or concerns identified.

#### D. REPORTING

1. Within 60 days of executing the Agreement, the District will provide OCR with a detailed description of its proposed record-keeping system and procedures for OCR's review and approval. Within 45 calendar days of OCR's approval of the proposed record-keeping system and procedures, the District will provide OCR with documentation that the District has implemented the system and adopted and disseminated the procedures.
2. Within 60 calendar days of the end of every semester until OCR closes its monitoring of this Agreement, the District will provide access to OCR of an electronic database that includes a list of all reports and formal complaints of



sexual harassment that the District received in the preceding semester. The list will include separate fields for:

- a. the name and status of the reporter (e.g., student, parent, employee);
  - b. the name and status of the complainant;
  - c. the name and status of the respondent;
  - d. the date of the report or complaint;
  - e. the date(s) of the harassing incident(s);
  - f. the nature of the alleged harassing conduct;
  - g. the school(s) involved;
  - h. the date the investigation commenced;
  - i. the date the District provided written notice of the allegations to the parties;
  - j. any supportive measures offered to the complainant, respondent, and/or any other individual;
  - k. the date the investigation was completed;
  - l. the date of the notice of the investigation's outcome to the parties;
  - m. the date of any findings;
  - n. a summary of the findings (e.g., respondent sexually assaulted the complainant at a school event on X date and retaliated against the complainant on Y date);
  - o. the date of any appeal (if applicable);
  - p. the outcome of any appeal (if applicable);
  - q. any sanctions imposed on the respondent;
  - r. any remedies offered to the complainant and/or other individual and any provided remedies; and
  - s. a description of any steps the District took to eliminate and/or prevent the recurrence of a hostile environment created by the incident.
3. Prior to the District providing access to the above electronic database, OCR will designate specific representative(s) who will receive access, with the understanding that the database may contain confidential pupil information that must be restricted under FERPA. OCR will limit access to representatives directly involved in the case with a "need to know." The District is not responsible for any dissemination of confidential information by any representative of OCR.
  4. Upon request, the District will provide to OCR within 15 working days a copy of the complete investigative file, including applicable school-level records, student disciplinary records, employee disciplinary records, and Human Resources/Personnel files. The data will be produced electronically in a mutually agreed format and will be organized and labeled as individual files, with all relevant documents for an incident.
  5. By September 1, 2024, and each year thereafter until OCR closes its monitoring of the Agreement, the District will submit to OCR a copy of the Title IX Coordinator's report to the Board. The District will promptly and fully address OCR's concerns, if any, until the District receives notice from OCR that no further reporting is required for this Reporting Requirement.

## VI. CLIMATE SURVEY

- A. By the end of the 2024-2025 school year, the District will administer an annual school climate assessment to employees and students in grades 3-12 to evaluate the climate at each District school with respect to sex-based harassment and the extent to which the survey respondents are subjected to or witness sex-based harassment. Participation in the survey by students will be voluntary, and the survey will be conducted in a manner consistent with applicable law. The survey may be combined with existing Children's Health surveys. The survey will inquire about:
1. the prevalence of sexual harassment in the relevant school and the District;
  2. the willingness to report sexual harassment to District personnel;
  3. whether students, parents and guardians, and employees have sufficient information about the District's policies prohibiting sexual harassment and how to report it;
  4. whether students, parents and guardians, and employees are able to find the District's policies and grievance procedures regarding sexual harassment;
  5. perceptions of the District's response to reports and complaints of sexual harassment;
  6. whether employees and students have sufficient information about the District's anti-harassment policies and are able to find the appropriate resources when necessary; and
  7. suggestions for reducing incidents of sexual harassment in the District and improving the District's response to reports and complaints of sexual harassment.
- B. The District will, on an annual basis:
1. analyze the results, information, and feedback provided in each climate survey;
  2. use the results, information, and feedback to propose a plan of action to address all concerns identified and any revisions to its policies, grievance procedures, and/or training practices needed to respond to those concerns; and
  3. provide for OCR's review and approval the proposed plan of action and revisions.
- C. REPORTING
1. Within 60 days of executing the Agreement, the District will submit a draft plan for conducting the school climate assessment for OCR's review and approval. The draft plan will include an assessment timeline, the proposed student and

employee survey instrument(s), and a description of how the assessment(s) will be conducted and data reviewed.

2. Within 60 days of administration of the survey, and annually thereafter as necessary, the District will provide OCR with documentation of the administration of the school climate assessment. The documentation will include, at a minimum, the date(s) the survey was administered, the survey results, the District's analysis of the survey results, and the proposed responsive actions the District will take to remedy the school climate results, if necessary, for OCR's review and approval.

## **VII. INVESTIGATIONS INVOLVING OTHER ENTITIES**

- A. Within 60 days of executing the Agreement, the District will clarify in the Sexual Harassment Procedures referred to in Item II and any other relevant District policies and procedures, and publish on its website, that in the event that any other entity, e.g., CFS, the State of California Department of Social Services Child Protective Services (CPS), or local law enforcement, has the same or similar jurisdiction over complaints and reports of conduct that could constitute student-to-student or employee-to-student sexual harassment, or conduct otherwise covered by Title IX, that the District will continue to fulfill its obligations under Title IX, including responding to reports and formal complaints of sexual harassment in a manner that complies with the Title IX regulations. The clarification:
  1. Will state that, during the pendency of any other entity's inquiry or investigation of alleged sexual harassment by a District employee, the District will offer and provide supportive measures for students who allegedly experienced sexual harassment, and will take such actions as may be necessary to ensure the safety of any students (e.g., identifying whether other students were possibly harmed by the employee's alleged harassment and taking action to protect students from further harm).
  2. Will commit the District to make reasonable efforts to obtain notice of the outcome of the other entity's process, including any findings and corrective actions, and ensure that the District completes its own Title IX investigative process and takes any corrective action deemed appropriate.
  3. Will include a provision stating that, to the extent the District relies upon the findings of any other entity's report in responding to a complaint or report of sexual harassment by an employee, the District will explain in its own report the entity's findings and how they support the District's findings regarding whether the employee engaged in sexual harassment and if so, whether that harassment created a hostile environment for affected individuals in a District program or activity, and if so, all corrective actions taken, and the District will maintain the other entity's report with its records consistent with the document-retention policies required in Item V.

## B. REPORTING

Within 30 days of executing the Agreement, the District will submit a draft of the clarification as described in Item VII.A for OCR's review and approval. Within 90 calendar days of OCR's approval, the District will submit to OCR documentation that the District published the clarification and where it appears in accordance with Item VII.A.

## VIII. DISTRICT REVIEW OF PRIOR CASE FILES

- A. The District will review the case files for a subset of the reported incidents of employee-to-student and student-to-student sexual harassment from school years 2017-2018 through 2019-2020 that OCR identifies for the District's review to determine if further action is needed to provide an equitable resolution of the incident.

Further action necessary to provide an equitable resolution may include, but is not limited to, offering remedies for individuals affected by a sex-based hostile environment. The District will complete its review within 60 days of OCR's identifying the case files for review.

## B. REPORTING

Within 30 days of the District's completion of its review of the case files OCR identified (i.e., within 90 days of OCR's notice to the District of the case files identified), the District will report the following to OCR for each case file:

1. a summary of the District's review, including who reviewed the case file, if they identified other relevant documentary evidence, if they interviewed or otherwise contacted students or employees, and what the review determined (e.g., the harassment was substantiated and created a hostile environment for two students);
2. the name of any individual affected by the alleged harassment and hostile environment, including whether the individual was a student or employee;
3. a description of all corrective steps the District has taken, including the provision of any remedies to the affected individual(s) and/or other action(s) (e.g., training for an employee determined to have sexually harassed District students); and
4. the name(s) and job title(s) of the District staff responsible for determining any remedies to provide to the affected individual(s) and/or other action to be taken.

## IX. CONCLUSION

By signing this Agreement, the District 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, OCR may visit the District, interview employees 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.

The District understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the District is in compliance with the terms of this Agreement and the Title IX statutory and regulatory obligations at issue in this Compliance Review.

The District understands and acknowledges that OCR may initiate administrative enforcement or proceedings or refer this case to the Department of Justice (DOJ) for judicial proceedings in the event of breach to enforce the specific terms and obligations of this Agreement and/or the underlying Title IX statutory and regulatory obligations. 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 60 calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below:

April 24, 2024  
Date

/s/  
Juan Cabral  
Superintendent of Redlands Unified School District