

**RESOLUTION AGREEMENT**  
**Hawaii Department of Education**  
**OCR Reference No. 10161008**

The Hawaii Department of Education (HDOE) enters into this agreement to resolve the compliance issues identified by the U.S. Department of Education (OCR) in its investigation of OCR Reference No. 10161008, conducted under the authority of Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972 (Title IX).

**A. Letter to Parents and Student, Offer of Compensation**

1. **Action Item:** The HDOE will draft a letter to the student and the student's parents from the school principal, complex area superintendent, or other suitable HDOE spokesperson that contains the following:
  - a. A statement reflecting that the HDOE regrets that any of its actions or inactions may have caused the parents to feel that it was necessary to withdraw the student from the XXXXXXXX Middle School (school) because the parents believed that the student was not being adequately protected from racial and sexual harassment that she experienced at the school between the beginning of the 2015-2016 school year and September 25, 2015.
  - b. An offer to compensate the student's parents for all reasonable expenses that the parents have incurred as a direct result of the reports of harassment and the student's withdrawal from the school on September 25, 2015, including any out-of-pocket expenses incurred by the parents for counseling services related to the harassment, the student's educational placement, and any associated transportation costs incurred by the student's parents between September 25, 2015, and through the 2016-2017 school year.
  - c. A statement that HDOE may request reasonable documentation from the parents regarding the expenses incurred, including an explanation for how the expenses incurred relate to the reports of harassment and the student's withdrawal from school on September 25, 2015. The offer will afford the parents a period of at least 60 days from the date that the HDOE provides the written offer within which to provide documentation relating to the expenses incurred.
2. **Reporting Requirements:**
  - a. Within 30 days of the execution of this agreement, the HDOE will provide OCR with a draft of the above letter to OCR for its review and approval. If

OCR responds with required changes to the draft letter, the HDOE will make those changes and resubmit the draft letter to OCR within 7 days of receiving OCR's response. OCR and the HDOE will repeat this process until OCR approves the letter.

- b. Within 5 calendar days of receiving OCR's approval of the letter drafted by the HDOE, the HDOE will send the letter to the student's parents. Within 7 calendar days of sending the letter to the student's parents, the HDOE will provide OCR with a copy of that letter.

## B. Compensation to Student and Parents

1. **Action Item:** The HDOE will provide OCR with a detailed written report, for OCR's review and approval, reflecting the amount of compensation requested by the parents, the amount that the HDOE plans to provide and an explanation of any difference between the request and the actual compensation.
2. **Reporting Requirement:** Within 20 days of receiving the parents' response to the letter referred to in section A.1, the HDOE will provide OCR with a detailed written report for OCR's review and approval. If OCR responds with a requirement that the HDOE change the amount of compensation, the HDOE will make the reimbursement amount consistent with that change. The HDOE will make those changes and resubmit the written report to OCR within 7 days of receiving OCR's response. OCR and the HDOE will repeat this process until OCR approves the written report.
3. **Action Item:** The HDOE agrees to provide the student and the student's parents with reimbursement for the reasonable expenses they incurred consistent with any response HDOE receives from the parents.
4. **Reporting Requirement:** Within 5 calendar days of receiving OCR's approval of the final amount of compensation, the HDOE will remit the approved compensation to the student's parents, including the amount of compensation, and provide a copy of that letter to OCR.
3. Under this agreement, the HDOE will not be obligated to compensate the parents in an amount greater than \$ 2,500. However, the HDOE understands that nothing in this agreement prevents or limits the student's parents from seeking additional compensation from the HDOE to compensate for the student's experience at the school in August and September of 2015.

**C. General Provisions**

1. The HDOE understands that this agreement resolves only those compliance issues identified by OCR in the investigation of OCR Reference No. 10161008 and that the scope of this agreement is limited to the provision of an individual remedy to the parents and student in question. The HDOE understands that other remedies relating to the school's and HDOE policies, procedures and practices with regard to addressing harassment based on race, sex and disability, are being addressed and resolved within the context of a pending compliance review, OCR Ref. No. 10115003.
2. The HDOE understands and acknowledges that, if it does not fully implement this agreement, OCR will take appropriate measures within its authority to effect compliance and 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 HDOE written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.
3. The HDOE understands that by signing this agreement, it agrees to provide OCR data and other information in a timely manner and further understands that during the monitoring of this agreement, OCR may visit and/or contact the HDOE, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the HDOE has fulfilled the terms of this agreement and is in compliance with the regulations implementing Title IX, at 34 C.F.R. Part 106, that were at issue in this case.
4. The HDOE 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 the regulations implementing Title IX, at 34 C.F.R. Part 106, that were at issue in this case.
5. This agreement will become effective immediately upon the signature of the HDOE's representative below.

**Signed:**

\_\_\_\_\_/s/\_\_\_\_\_  
Christina Kishimoto

\_\_\_\_\_January 12, 2018\_\_\_\_\_  
Date

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Superintendent  
Hawaii State Department of Education