

Voluntary Resolution Agreement
Roanoke City Public Schools
OCR Complaint No. 11-14-1236

Roanoke City Public Schools (the “Division”) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (“OCR”) Complaint No. 11-14-1236. This Agreement does not constitute an admission by the Division of a violation of Title VI of the Civil Rights Act of 1964 (“Title VI”) or any other law enforced by OCR.

1. Provision 1

- a. By October 1, 2014, the Division will review and revise, if necessary, its field trip policy and procedures to ensure that the policy and procedures include consistent standards for permitting students to attend field trips related to clubs and similar activities and will disseminate the policy and procedures to Division personnel involved with approving field trips. In reviewing the Division’s field trip policy and procedures, the District will ensure that the policy and procedures include specific guidance regarding: (i) the circumstances under which students will be permitted to attend field trips related to clubs and similar activities and (ii) the information to be included on forms submitted by sponsors and field trip organizers regarding proposed field trips.
- b. By October 1, 2014, the Division will review, and if necessary, revise its notice describing the prohibition against retaliation for engaging in protected activities under the laws that OCR enforces to ensure that it complies with the prohibition against retaliation for engaging in protected activities under the laws that OCR enforces.

Reporting Requirement: Within 10 days after the Division has completed its review and made any revision of the documents required by Provision 1, the Division will provide the documents described in Provision 1 to OCR’s for its review and approval. OCR will respond to the Division within 10 days after receiving the documents required by Provision 1.

Reporting Requirement: Within 10 days of after OCR’s approval, the Division will provide OCR with documentation that the Division has disseminated the documents required by Provision 1 to Division personnel involved with clubs and similar activities.

2. Provision 2

The Division will schedule a field trip in Fall 2014 and Spring 2015 for all members of the Gospel Choir at the School. Former students of the School who were members of the Gospel Choir during the 2013-2014 school year will be invited to attend these field trips.

Reporting Requirement: Within two weeks prior to the scheduled trips, the Division will provide OCR with a copy of the proposed itinerary and a copy of the information

sent to current and former students notifying them of the trip.

Reporting Requirement: Within 10 days after the conclusion of each field trip, the Division will provide for OCR's review: (i) a copy of the field trip itinerary and (ii) a list of all students (by name or unique identifier), former students (by name or unique identifier), staff, and any volunteers who participated in the trip.

3. Provision 3

By November 1, 2014, the Division will conduct a review of the Gospel Choir and all other clubs at the School to determine whether these clubs are equitably funded by the Division. Based on this review, the Division will develop a plan to correct any inequities that may result in a disparate impact on students based on race.

Reporting Requirement: Within 30 days after the signing of this Agreement, the Division will submit to OCR a written plan describing its strategy for determining whether the School's clubs are equitably funded for OCR's review and approval. The plan will also identify the name(s) and title(s) of the individual(s) charged with conducting the audit/review. OCR will respond to the Division within 10 days after receiving the Division's plan.

Reporting Requirement: By November 15, 2014, the Division will submit to OCR for its review and approval, the results of the review, including a plan that may be necessary to address any inequities that may have been found. OCR will respond to the Division within 10 days after receiving any draft plan. By January 1, 2015, the Division will implement any plan that may be necessary to address any inequities that may have been found and the Division will provide OCR with evidence that any inequities that may have been found are addressed.

4. Provision 4

By September 1, 2014, the Division will mail a letter to the Complainant that: (i) informs the Complainant that a paid position has been created for a Gospel Director at the School that and a Gospel Choir Director has been hired to fill that position for the 2014-2015 school year. <XXXX SENTENCE REDACTED XXXX>

Reporting Requirement: By September 1, 2014, the Division will provide, for OCR's review and approval a draft copy of the letter that is to be mailed to the Complainant. OCR will respond to the Division within 10 days after receiving the draft letter. Within a week of OCR's approval, the Division will provide documentation to OCR that the letter has been mailed to the Complainant.

The Division understands that OCR will not close the monitoring of this Agreement until OCR determines that the Division has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI at 34 C.F.R. §100.3(b)(2) which was at issue in this case.

The Division 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 Division understands that during the monitoring of this Agreement, if necessary, OCR may visit the Division, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Division has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI, at 34 C.F.R. §100.3(b)(2) which was at issue in this case.

The Division 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 Division written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

Superintendent
Roanoke City Public Schools

Date