

Resolution Agreement

between

The United States of America

and

DeKalb County School District

Introduction

The DeKalb County School District (“DeKalb County” or the “District”), the United States Department of Justice, Civil Rights Division, Educational Opportunities Section, and the United States Attorney’s Office for the Northern District of Georgia (collectively, the “Parties”) voluntarily enter into this Resolution Agreement to enhance the District’s ability to prevent and respond to peer-on-peer harassment based on national origin and religion, characteristics that are protected by federal civil rights laws, including Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (“Title IV”). Title IV prohibits discrimination against students based on, among other things, religion and national origin, by public elementary and secondary schools and public institutions of higher education.

The United States’ inquiry and this Resolution Agreement address the District’s obligations under federal civil rights laws to prevent and address harassment based on religion and national origin. The Parties intend that the District’s implementation of this Resolution Agreement will strengthen the District’s ability to prevent and address harassment and to provide clear and consistent procedures for reporting, investigating, and responding to such conduct.

In addition to working with Department of Justice to ensure compliance with its federal civil rights obligations related to discrimination based on religion and national origin, the United States recognizes that the District has also undertaken substantial anti-bullying initiatives in District schools, and has made an ongoing commitment to its anti-bullying work. Prior to and throughout the United States’ inquiry into this matter, the District has implemented and continues to improve upon District-wide anti-bullying initiatives and has dedicated significant resources to such initiatives.

This Resolution Agreement supplements the existing and operative May 7, 2013 Resolution Agreement (“May Agreement”) between the District and the United States.¹ The May Agreement resolved the United States’ concerns regarding the District’s response to complaints of alleged harassment of a District middle school student based on religion and national origin, which resulted in the District agreeing to institute remedial measures at two District schools where the individual student was enrolled. At the time the May Agreement was executed, the Parties agreed to continue to work collaboratively to resolve the United States’ remaining concerns regarding the District’s anti-harassment policies, procedures, and practices, and to ensure that District students and employees had appropriate training and guidelines on their federal civil rights and obligations as they pertain to harassment based on religion and national origin. This Resolution Agreement is the result of that joint effort.

The District enters into this Resolution Agreement voluntarily, and admits no liability or wrongdoing. The United States acknowledges that the District has, in good faith, initiated some of the actions described below prior to the execution of this Resolution Agreement. The District agrees to comply with the requirements of this Resolution Agreement starting with the 2014-15 school year and maintain compliance for the duration of this Resolution Agreement.

¹ The May Agreement remains in full force. This Resolution Agreement supplements the terms of the May Agreement and incorporates the definitions provided in the May Agreement.

Terms of the Resolution Agreement

I. POLICIES/ADMINISTRATIVE REGULATIONS, PROCEDURES, AND FORMS

A. The District agrees to review and, where appropriate, revise all District-wide policies, regulations, procedures, and protocols related to discrimination, harassment, bullying, and student discipline (“Policies/Administrative Regulations”), as well as all related materials (e.g., student and employee handbooks, codes of conduct, complaint forms, etc.) to ensure that the Policies/Administrative Regulations consistently and accurately reflect the District’s obligations under federal law to respond to alleged harassment of students based on, among other things, religion and national origin. To that end, the District agrees, among other things, to:

1. establish Administrative Regulations for how harassment and bullying complaints and referrals are submitted, reviewed, and tracked for investigation and resolution;
2. institute model interim remedial measures into Administrative Regulations to protect the targeted student during the course of the investigation;
3. take prompt and effective steps reasonably calculated to (a) end discriminatory harassment when it occurs; (b) eliminate any hostile environment and its effects, and (c) prevent any recurrence of the harassment;
4. respond promptly and appropriately to all complaints, allegations, and other information related to incidents of purported harassment or bullying, regardless of the means by which such information is relayed to school or District personnel (e.g., by complaint form, email, verbal report, student statement, etc.);
5. establish, to the extent it has not already done so, the key elements of the District’s disciplinary approach for those who engage in harassment and bullying, including appeals, alternative dispositions, time lines, and provisions for informal hearings;
6. define the range of student conduct offense categories and disciplinary penalties, including:
 - i. when school-initiated disciplinary consequences for harassment and bullying will be instituted;
 - ii. the possible consequences for multiple offenses of such conduct;
 - iii. if certain offense categories have progressive sanctions, clearly setting forth the range of sanctions for each infraction; and

7. indicate that with regard to harassment and bullying, alternatives to punitive discipline may be considered and utilized as a precursor or alternative to disciplinary removal from the educational environment, and will explain how such interventions are used in conjunction with the District's discipline code.

The Policies/Administrative Regulations to be reviewed and potentially revised include, but are not limited to, those listed in Appendix A. The District agrees to make all such Policies/Administrative Regulations electronically accessible on school and District websites.

- B. The District agrees to revise the District forms used to report discrimination, harassment, and bullying (i.e., the "Peer-on-Peer Bullying/Harassment/Hazing Report Form" and the "Student Discrimination Complaint Procedure Form") to ensure that the purpose of each form is clear to students, parents, and school personnel, and that all persons can access the forms in a language they can understand. Specifically, the "Peer-on-Peer Bullying/Harassment/Hazing Report Form" will be used to report allegations of peer-on-peer misconduct and the "Student Discrimination Complaint Procedure Form" will be used to report other allegations of discrimination against a student (e.g., by employees). The forms will be sufficiently detailed to ensure that the District can properly track all items enumerated in Appendix B. The District agrees to disseminate the forms to students, parents, and the public through its inclusion in the *Code of Student Conduct ~ Student Rights and Responsibilities and Character Development Handbook* (hereinafter "Code of Conduct"), on school and District websites, and in hard copy at school and District offices.
- C. The District agrees to review and revise its Student Discipline Referral Form, used by District employees to report, among other things, incidents of harassment and bullying they have witnessed or of which they otherwise become aware (e.g., through a student report). The District will ensure that the definitions of student conduct violations are consistent across the Code of Conduct and across all electronic tracking systems employed by the District. The revised referral form will clearly delineate conduct violations consistent with the District's adopted definitions. The District agrees to require the referring employee to select all categories of misconduct that apply to the incident and to describe the misconduct in narrative form with sufficient specificity to ensure accurate reporting and tracking of incidents of harassment and bullying.
- D. The District will ensure that District and school personnel adhere to and consistently implement the Policies/Administrative Regulations. The District agrees to promptly address those instances where such Policies/Administrative Regulations are not followed and to provide supplemental training or other support where needed to assist District and school personnel in complying with the Policies/Administrative Regulations.
- E. The District agrees to implement and maintain consistent and accurate record-keeping systems, consistent with ¶ 1.A.1, above, through which (1) all allegations and incidents of harassment and bullying (including any written or verbal report,

discipline referral, or complaint involving possible harassment or bullying) will be tracked electronically; and (2) disciplinary infractions related to incidents of harassment and bullying are recorded in the District's electronic discipline system. The District agrees to include in its tracking all allegations and incidents of harassment and bullying occurring before, during, or after school hours in the context of education programs and activities, including the school bus, at school functions, and at school-sponsored events held at other locations; and any alleged off-campus harassment and bullying that has a continuing effect on campus. The information that will be tracked regarding all such incidents is set forth in Appendix B.

- F. To ensure compliance with its Policies/Administrative Regulations, the District will conduct an annual District-level review of school-level investigations and resolutions of student conduct that involve alleged harassment or bullying based on a federally-protected classification (race, color, national origin, religion, sex, and disability). *See* Appendix C. The District will include a summary of this review in its annual report to the United States. *See* Section V.
- G. The District agrees to designate a Central Office administrator to be the District's Anti-Discrimination and Harassment Coordinator charged with facilitating the District's compliance with this Agreement and acting as the point person for the District's student and employee training plan as provided for in Section III of this Agreement. The Anti-Discrimination and Harassment Coordinator will also oversee the annual review and the preparation of the required report described in ¶ F of this Section.
- H. As soon as practicable during the 2014-2015 school year, the District agrees to adopt and disseminate written guidelines regarding parental notification for harassment incidents meriting disciplinary sanctions and for the administrative review of suspensions lasting 10 days or less. The District will ensure that all school-level administrators understand such guidelines, and that such guidelines are accessible to all parents, including Limited English Proficient (LEP) parents, consistent with Section II below.

II. LIMITED ENGLISH PROFICIENT PARENTS AND STUDENTS

- A. As soon as practicable during the 2014-2015 school year, the District will ensure that all parents and students have access to essential information regarding their rights and responsibilities in a language they can understand. For purposes of this Agreement, "essential information" includes but is not limited to documents, information, and training related to the May Agreement, this Resolution Agreement, and the District's Policies/Administrative Regulations, including all policies/administrative regulations listed under Appendix A and revised in accordance with the terms of this Resolution Agreement. A brief statement regarding the availability of translated materials and instructions for requesting translation and interpreter services will be provided on school and District websites, in the Code of Conduct, and at school and District offices. This brief statement will be made in the ten languages most spoken by District students.

- B. As soon as practicable during the 2014-2015 school year, the District agrees to update the District's translations of the Code of Conduct to reflect all changes made since the previous translation, post electronic versions of the translated Code of Conduct on school and District websites, make hardcopy versions available upon request at schools and District offices, and thereafter annually update the translated Code of Conduct to reflect changes in District policy/administrative regulation.

III. TRAINING

- A. By **January 30, 2015**, consistent with the training requirements provided in the May Agreement and best practices, the District agrees to develop and implement annual age-² and position-appropriate trainings on religious and national origin harassment for all students, staff who interact with students (including administrators, teachers, counselors, and bus drivers), and District-level administrators who interact with students or who are involved in addressing harassment or bullying in the District. The District will implement separate student- and staff-specific trainings.
- B. By **December 15, 2014**, the District will propose to the United States a specific plan for how it will deliver the requisite student and staff training for the term of the Agreement. This proposal must include who will develop the training, how the training will be delivered to students and staff,³ and the proposed content of each type of training.
- C. At a minimum, all trainings will include, in an age- and position-appropriate manner, the following:
1. Instruction on the type of conduct that constitutes religious and national origin harassment and a facilitated discussion about the negative impact that harassment and bullying have on students, employees, and the educational environment, including the long-term impact of harassment and bullying on the students who are harassed and bullied and on the offending students;
 2. A facilitated discussion of the root causes of religious and national origin harassment and the harms resulting from such conduct, including but not limited to issues related to post-9/11 backlash and the perpetuation of negative stereotypes impacting the Sikh, Muslim, South Asian, and Arab-American communities; and
 3. Identification of the District's Anti-Discrimination and Harassment Coordinator and designated staff at each school who are available to answer

² The training requirements of this Resolution Agreement apply to students in grades K-12.

³ The United States recognizes that for the 2013-2014 school year, the District provided "Liaison" training to two school-level employees at each District school, and that pursuant to the May Agreement, a qualified consultant assisted in the presentation of that training. If the District proposes to use its Liaisons to meet the training obligations pursuant to this Agreement, the District must still propose to the United States a specific plan consistent with Section III.B., above, that provides that the District will identify and train two liaisons in each school.

questions or address concerns regarding the harassment policies and procedures or other issues related to harassment and bullying.

- D. In addition to the minimum requirements described above, all trainings will include topics targeted to the category of persons to be trained, including but not limited to:
1. Staff: (a) The District's responsibilities under federal law relating to harassment; (b) a review of the District's Policies/Administrative Regulations, with particular training on how to respond to, and where appropriate, investigate allegations of harassment; and
 2. Students: District Policies/Administrative Regulations on how to report an allegation of harassment or bullying, including how to use and where to access the "Peer-on-Peer Bullying/Harassment/Hazing Report Form" and the "Student Discrimination Complaint Procedure Form."
- E. The District may deliver a portion of the required training by video, so long as each video training session also includes an in-person facilitated discussion. Training agreed to by this Resolution Agreement may be incorporated into broader anti-harassment training, so long as the training contains the specific elements enumerated in Section III.C., above.
- F. All trainings agreed to by this Resolution Agreement will be mandatory and the District will ensure that any student or employee who misses a scheduled training receives the training by the end of the semester in which the training was missed.
- G. The United States reserves the right to attend trainings required by this Resolution Agreement, and will coordinate with the District to ensure minimal disruption to the school environment. The Parties agree to work together to address any concerns raised by the United States regarding such training.

IV. UNITED STATES' REVIEW, COMMENT, AND APPROVAL

- A. By **December 15, 2014**, the District will provide to the United States:
1. The proposed student and staff training plan outlined in Section III.B., above;
 2. The name and title of the two currently-designated Liaisons (*see* Section III.B., fn. 3) at each school in the District and certification that each Liaison has completed in-person anti-harassment training that specifically addresses harassment based on religion and national origin;
 3. A copy of all proposed training materials (e.g., agendas, PowerPoint presentations, video script/footage) used to train Liaisons, students, and staff who interact with students; and
 4. To the extent the District has not already submitted the following items by the effective date of this Resolution Agreement: A copy of all proposed revisions

to District Policies/Administrative Regulations and forms (including but not limited to complaint and referral forms) and the District's proposed procedures for how harassment and bullying complaints and referrals are submitted, reviewed, and tracked for investigation and resolution.

- B. For each District proposal submitted to the United States, the United States will review and provide comments to the District within forty-five (45) days of receipt, unless a reasonable extension is requested.
- C. The United States will confer in good faith with the District throughout the review, comment, and approval process.⁴
- D. The District agrees to adopt the United States' recommendations, unless the recommendation can be equally accomplished by other means preferred by the District and the United States agrees to amend its recommendation.
- E. The District and the United States agree to work in good faith to resolve any disagreements regarding the District's proposals and the United States' recommendations.
- F. The following revised Policies/Administrative Regulations and forms will be finalized in time to be included in the District's updated 2015-2016 Code of Conduct: (1) Peer-on-Peer Bullying/Hazing/Harassment Report Form; (2) Student Discrimination Complaint Procedure; (3) Bullying Reporting Flowchart; and (4) Revised Discipline Due Process Flowchart. Revisions to the DeKalb County School District website (e.g., Homepage, Student Relations, Bullying Awareness, and Internal Affairs) will also be finalized in time for the start of the 2015-2016 school year.
- G. As soon as practicable during the 2014-2015 school year, the District agrees to review its electronic data management systems to ensure consistency with the policy revisions provided for in this Resolution Agreement. To the extent the District utilizes different data management systems during the term of this Resolution Agreement, the District agrees to ensure continued consistency with the policy revisions provided for in this Resolution Agreement.

V. MONITORING AND REPORTING⁵

- A. On or before **January 30, 2015**, and then annually thereafter on **July 15**, for the term of this Resolution Agreement, the District will provide to the United States:
 - 1. A copy of the District's case intake log (*see* Appendix C);

⁴ The District agrees to designate a District administrator responsible for coordinating with the United States during the review and comment period.

⁵ The District will provide all reports, documents, and information required to be produced to the United States pursuant to this Resolution Agreement in electronic form, usable by the United States, or in paper form if the data in electronic form would not be usable, in accordance with the time lines set herein.

2. A copy of any new statewide reporting requirements related to harassment or bullying;
 3. A summary of all complaints about discipline related to allegations or incidents of bullying or harassment;
 4. A copy of all complaints from LEP parents regarding access to information about harassment, bullying, or discipline policies;
 5. Updates or revisions to any documents or information previously provided in connection with this Resolution Agreement, reflecting any changes since the last submitted report;
 6. Updated Training Information For The School Year In Which The Report Is Filed
 - i. The calendar for student, staff, Liaison, and Central Office anti-harassment training;
 - ii. The name and title of the two designated Liaisons at each school in the District and whether the Liaison has completed in-person anti-harassment training (and if not, the date the Liaison is scheduled to attend training);
 - iii. A summary of each anti-harassment training for Liaisons, students, staff, and Central Office personnel. For the first annual report, for each category of training, include a copy of all training materials (including agendas, PowerPoint presentations, and information presented by training staff); for each annual report thereafter, produce copies of only those materials that have been changed since the prior report, indicating how the materials were modified;
 7. Any additional information that may be useful to the United States' compliance monitoring.
- B. In monitoring the District's efforts to fulfill its obligations under this Resolution Agreement, the United States may conduct site visits, observe trainings, interview District staff and students (with parent permission), confer with the consultant working with the District pursuant to the May Agreement or other consultant retained, if applicable, to meet the terms of this Resolution Agreement, and request any additional information or data necessary to assist the United States in assessing the District's compliance with federal law. Should the United States retain its own consultant in this matter, that individual may assist the United States in all of the above-mentioned compliance monitoring. The District agrees to produce all requested information within a reasonable period of time but no later than thirty (30) days from the date of the request.

- C. The United States agrees to promptly notify the District of any issues or concerns related to compliance with this Agreement that may arise during the term of this Resolution Agreement. The Parties will act in good faith to resolve any such issues or concerns. The United States reserves the right to file an action to enforce this Resolution Agreement in the event the Parties cannot resolve disagreements. The District will have the right to challenge and defend itself against such action.

VI. TERM AND TERMINATION

- A. This Resolution Agreement will be in effect for three (3) full school years beginning with the 2014-2015 school year.
- B. Within sixty (60) days following the receipt of the District's July 2017 report, the United States will notify the District, in writing, if the District has specific outstanding obligations necessary to comply fully with the terms of this Resolution Agreement. In the event the United States identifies specific outstanding obligations, the Parties will work together to secure compliance. If the United States does not identify such obligations or request an extension of time within those sixty (60) days, the Resolution Agreement will terminate.
- C. To the extent that the either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein, they are no longer required to maintain such a litigation hold. However, for the duration of this Resolution Agreement, the District is expected to preserve documents, including electronically stored information, used to compile the above-referenced reports, and agrees to make such documents available for inspection by the United States upon request.

SO AGREED,

For the United States,

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Acting Assistant Attorney General

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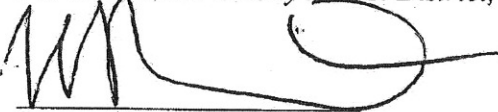
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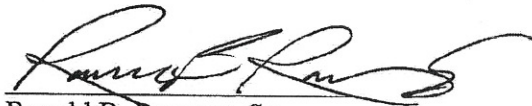
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APPENDIX A

RELEVANT BOARD POLICIES/ADMINISTRATIVE REGULATIONS

- Board Policy: Bullying – Descriptor Code: JCDAG;
 - Proposed revised Board Policy: Bullying/Harassment/Hazing and accompanying Administrative Regulations-JCDAG-R(1)
- Board Policy: Equal Educational Opportunities – Descriptor Code: JAA;
- Code of Student Conduct ~ Student Rights and Responsibilities and Character Development Handbook
- District Bullying/Harassment/Hazing Reporting Flowchart;
- District Peer-on-Peer Bullying/Harassment/Hazing Report Form;
- District Discipline Due Process Flowchart;
- District website - all pages (e.g. Student Relations, Internal Affairs, and Bullying Awareness) related to discrimination, harassment, bullying, and student discipline for such misconduct;
- District Student Discrimination Complaint Procedure Form;
- District Student Discipline Referral Form (paper form and/or electronic system, as applicable);
- Electronic tracking and reporting systems (e.g., Former Management Information Systems (MIS); former eSIS; and on-boarding of Infinite Campus as well as District Information Technology Department District-wide and state-wide Discipline Matrices); and
- All District policies, provisions, forms or systems related to discrimination, harassment, bullying, and student discipline for such misconduct (including procedures for administrative review of suspensions) created pursuant to subsequent to the effective date of this Agreement.

APPENDIX B

HARASSMENT AND BULLYING COMPLAINTS AND INCIDENTS – INFORMATION TO BE TRACKED

- The name, race, sex, grade, school, and other relevant information of the targeted and alleged offending student(s) and of the person reporting the incident (if different than the targeted student(s)) (or noting deliberate omission of certain information pursuant to a request for anonymity);
- All known witnesses to the alleged incident(s), the date(s) the students involved in or witnessing the incident were interviewed, and the name(s) of the employee(s) conducting the interview(s);
- The date(s), time(s), nature, content, and location(s) of the incident(s), including supporting documentation when available;
- The date the complaint or other report was made or the date when the school/District learned of the incident;
- Information regarding whether the targeted individual(s) has/have been similarly targeted on previous occasions; and
- Whether the offending student has harassed the targeted student(s) or others on previous occasions, and if so, what additional measures will be taken to address the needs of the target(s) and the misconduct of the offending student;
- A brief summary of the investigating official's findings and the basis for those findings; and
- The school/District's response to the incident.

APPENDIX C

PROCEDURES FOR ANNUAL DISTRICT-LEVEL REVIEW OF SCHOOL-LEVEL INVESTIGATIONS

- The District agrees to require each school in the District to complete an Incident Chart on a semester or term basis (depending on the school's schedule) that reflects all alleged incidents of harassment and bullying based on a federally-protected classification (i.e., race, color, national origin, religion, sex, and disability) that occurred at the school during that period. The District will provide schools with a model chart, with formatting and content guidelines that reference the Code of Conduct for definitions and/or examples for each category or subcategory of harassment and bullying. The District will ensure that member schools are allowed to select multiple incident categories or subcategories in order to be able to fully describe an incident (e.g., an incident that involved both religious and national origin harassment).
- The District agrees to compile school Incident Charts into an electronic District-wide case intake log that can be sorted by school, grade, target name, alleged offending student name, alleged incident type (i.e., whether the alleged harassment was based on race, color, religion, national origin, sex, or disability), date(s) of alleged incident, and for each alleged incident, the resolution/outcome.