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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

CIVIL ACTION

Plaintiff,

v.

THE SCHOOL DISTRICT OF PHILADELPHIA
and THE SCHOOL REFORM COMMISSION,

Defendants.

NO. 10 -

10 7301

**ORDER APPROVING AND ENTERING
SETTLEMENT AGREEMENT (EXHIBIT 1 HERETO)**

AND NOW, this day of , 2010, upon

consideration of the parties' joint motion advising this Court that the parties have reached agreement settling the issues raised in the above-captioned civil action and that the parties agree that the Settlement Agreement is in the public interest and is fair, just and reasonable under the circumstances, and the Court having so concluded and having considered the parties' request for approval and entry of the Settlement Agreement (Exhibit 1 hereto), it is hereby ORDERED that the joint motion is granted. It is further ORDERED that:

1. This Court approves the Settlement Agreement and directs the Clerk to enter the Settlement Agreement, Exhibit 1 hereto, in the docket; and
2. This Court shall retain jurisdiction over this action including actions for enforcement of the Settlement Agreement pursuant to Section III.B. thereof; and
3. The Agreement shall remain in effect at least until June 30, 2013. Jurisdiction shall be terminated and this action shall be closed and dismissed with prejudice on June 30, 2013, if there is no motion pending to extend the Settlement Agreement.

A TRUE COPY CERTIFIED FROM THE RECORD

DATED: DEC 15 2010

ATTEST: Steve Torman
DEPUTY CLERK, UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

WASHINGTON, D. C. 20535

NY 101

TO DIRECTOR, FBI (100-388610)
FROM SAC, NEW YORK (100-111111)

SUBJECT: [Illegible]

RE: [Illegible]

DATE: [Illegible]

REFERENCE: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]

14. [Illegible]

15. [Illegible]

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-10-01 BY 60322
DECLASSIFIED BY 60322
EXEMPT FROM GDS

4. Each party shall bear its own costs, attorneys' fees, and other expenses incurred in this action.

BY THE COURT:

Judge, United States District Court

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,	:	CIVIL ACTION
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
THE SCHOOL DISTRICT OF PHILADELPHIA	:	
and THE SCHOOL REFORM COMMISSION,	:	
	:	
Defendants.	:	NO. 10 - _____

**JOINT MOTION FOR
COURT APPROVAL AND ENTRY OF
SETTLEMENT AGREEMENT (EXHIBIT 1 HERETO)**

The United States of America has filed a complaint commencing a civil action, above-captioned, against Defendants School District of Philadelphia and School Reform Commission pursuant to Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c-6, et seq., and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States, alleging unlawful discrimination against Asian students based on their race, color, and/or national origin at South Philadelphia High School in the School District of Philadelphia.

The parties have resolved the issues raised in the complaint and have entered into a Settlement Agreement, attached hereto as Exhibit 1, memorializing their agreement. All parties agree that the Settlement Agreement is in the public interest and is fair, just and reasonable under the circumstances. Accordingly, the parties jointly, by and through their undersigned attorneys, hereby respectfully request that this Court sign an Order: (1) approving and entering the Settlement Agreement (Exhibit 1 hereto); (2) retaining jurisdiction over this action, including enforcement of provisions of the Settlement Agreement pursuant to Section III.B. thereof; (3) holding that the Agreement shall remain in effect at least until June 30, 2013, if there is no motion

pending to extend the Settlement Agreement; and (4) holding that each party shall bear its own costs, attorneys' fees, and other expenses incurred in this action.

WHEREFORE, all parties respectfully request that the Court sign an Order in the form proposed, approving and entering the attached Settlement Agreement, Exhibit 1.

Respectfully Submitted,

FOR PLAINTIFF UNITED STATES OF AMERICA:

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Assistant Attorney General
Civil Rights Division



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EXHIBIT 1
(Settlement Agreement
with Exhibits A through D)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

THE SCHOOL DISTRICT OF PHILADELPHIA
and THE SCHOOL REFORM COMMISSION,

Defendants.

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CIVIL ACTION NO.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), effective as of the date of the Order is entered into by and among the following parties: Plaintiff United States of America and Defendants, The School District of Philadelphia and The School Reform Commission (collectively the “District”).

RECITALS

WHEREAS, Plaintiff United States of America brought this action pursuant to its authority under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c, et seq. and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution alleging that the District was deliberately indifferent to known instances of severe and pervasive student-on-student harassment of Asian students based on their race, color, and/or national origin at South Philadelphia High School (“SPHS”);

WHEREAS, in January 2010, pursuant to its authority under Title IV, the United States initiated an inquiry into allegations of discrimination against Asian students by the District based on race, color, and/or national origin at SPHS;

WHEREAS, in July 2010, the United States notified the District that based on its investigation, the United States concluded that the District deprived Asian students at SPHS the equal protection of the laws by remaining deliberately indifferent to known instances of severe and pervasive student-on-student harassment of Asian students based on their race, color, and/or national origin at SPHS;

WHEREAS, the District denies the foregoing alleged conduct and conclusions, including the conclusion that the District deprived Asian students at SPHS the equal protection of the laws by remaining deliberately indifferent to known instances of severe and pervasive student-on-student harassment of Asian students based on their race, color, and/or national origin at SPHS;

WHEREAS, there has been no finding of liability by this Court or any other court; and

WHEREAS, the parties desire to avoid costly and protracted litigation, have conferred on the matter, and have voluntarily agreed, as indicated by the signatures of counsel below, to resolve the United States' claims against the District without an adjudication of facts or law and according to the terms set forth herein.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

I. SCOPE AND DURATION OF SETTLEMENT AGREEMENT

A. This Settlement Agreement (the "Agreement") is effective immediately upon approval by Order of the Court (the "Order") and shall remain in effect until June 30, 2013 (the "Term of the Agreement").

B. The Court shall retain jurisdiction over this action during the Term of the Agreement. Upon conclusion of the Term of the Agreement, the jurisdiction of the Court shall end, absent an extension for good cause.

C. The parties to this Agreement shall endeavor in good faith to resolve any differences regarding the interpretation of, and compliance with, this Agreement prior to bringing such matters to the Court for resolution. Disputes under this Agreement shall be resolved as prescribed in Section III.B. of this Agreement.

D. The parties agree that the time limits for the District to complete certain activities as set forth throughout this Agreement may be expanded upon mutual consent of the parties. Where the District, despite its reasonable efforts, cannot satisfy any time limit or deadline set forth in this Agreement, the parties shall endeavor in good faith to agree upon a reasonable extension of the particular deadline in question. If the parties are unable to agree upon an extension, any party may move the Court for an extension, which may be granted upon good cause shown.

II. DEFINITIONS

A. As used in this Agreement, the term “ELL student” means any student attending SPHS whom the District has determined is eligible for English Language Learner services, pursuant to the standard assessments of the District.

B. As used in this Agreement, the terms “parent” or “parents” mean a student’s parent, guardian, or other person in parental or legal custodial relationship to the student.

C. As used in this Agreement, the term “harassment” includes the use of derogatory language (including racial epithets), intimidation, and threats, unwanted

physical contact and/or physical violence, and the use of derogatory language and images in graffiti, pictures or drawings, notes, e-mails, and/or phone messages, solely as applied to race, color, and/or national origin. The term “harassment” is defined by District Policy 248 (Unlawful Harassment), as adopted by the School Reform Commission (“SRC”) on September 22, 2010 (“District Policy 248”) (attached as Attachment A), and the SPHS Anti-Harassment Policy as defined in Section II.G. (attached as Attachment B), solely as applied to race, color and/or national origin.¹ The term “harassment,” as used in this Agreement, is not limited by any definition set forth in the Pennsylvania Crimes Code or any other criminal or civil statute.

D. As used in this Agreement, “discipline” or “disciplinary action” means disciplinary action as described in the Code of Student Conduct and/or other conflict resolution, mediation, or restitution programs as may be established or approved by the District.

E. As used in this Agreement, the “SPHS Consultant” shall mean Dr. Pedro Noguera.

F. As used in this Agreement, the “SPHS Action Plan” shall mean the plan that will be developed by the District within thirty (30) days of the date of the Order to implement the terms of Section IV. of this Agreement. If there are no objections to the Action Plan by the United States, the SPHS Action Plan shall be made a part of this Agreement and shall be filed with the Court. If the United States concludes that the SPHS Action Plan does not comply with the terms of this Agreement, then the dispute resolution procedures of Section III.B. of this Agreement shall be followed. The term

¹ District Policy 248 and the SPHS Anti-Harassment Policy prohibit harassment on the basis of race, color, and national origin as well as other characteristics; however, this Agreement applies solely with respect to harassment on the basis of race, color, and/or national origin.

“SPHS Action Plan” shall include any future modifications or revisions pursuant to the processes described herein in paragraphs IV.G.4. or III.A.4. of this Agreement.

References to this “Agreement” shall be construed as including the SPHS Action Plan.

G. As used in this Agreement, “SPHS Anti-Harassment Policy” means the “South Philadelphia High School’s Anti-Discrimination and Anti-Harassment Policy” established by SPHS in August 2010 (attached as Attachment B).

H. As used in this Agreement, “SPHS Anti-Harassment Procedures” means the “South Philadelphia High School’s Procedures for Reporting Harassment” established by SPHS in August 2010 (attached as Attachment C).

I. As used in this Agreement, “SPHS Anti-Harassment Policy and Procedures” refers to the SPHS Anti-Harassment Policy and the SPHS Anti-Harassment Procedures, collectively.

III. IMPLEMENTATION FRAMEWORK

A. SPHS Action Plan

1. The District shall maintain and implement the policies, procedures, services, and training described in Section IV. of this Agreement. The parties acknowledge that the District has already developed some of the policies and procedures and provided some of the services and training described in Section IV. of this Agreement.

2. The District shall develop the SPHS Action Plan, within thirty (30) days of the date of the Order, to implement Section IV. of this Agreement. The SPHS Action Plan shall state in detail: (1) the action the District proposes to take to satisfy the obligations set forth in Section IV. of this Agreement, including timelines for implementation; (2) the name(s) and title(s) of the person or persons responsible for

overseeing or implementing the proposed measures; (3) the topics of the training that will be provided to personnel to implement the proposed measures and the manner in which the training will be provided; and (4) all policies the District will or has implemented to effectuate the goals of the SPHS Action Plan. The parties agree that District shall retain and work with the SPHS Consultant to augment and/or revise the SPHS Action Plan in a manner that includes the elements specified in Section IV. below.

3. The District shall implement the requirements of Section IV. of this Agreement. Nothing in this paragraph shall be construed as limiting the right of the United States to seek any remedy authorized by law or equity to enforce this Agreement.

4. Modification of SPHS Action Plan.

(a) The District may modify the SPHS Action Plan, provided that it complies with the notice requirements set forth in this paragraph III.A.4., except that any modifications of the names and/or titles of persons identified in the SPHS Action Plan need not be filed with the Court, and only need be provided to the United States at the time when the reports required by Section VI. of this Agreement are provided to the United States.

(b) If the District seeks to modify or amend the SPHS Action Plan, the District shall provide the United States with thirty (30) days written notice of the proposed changes and the reason for the proposed changes, unless circumstances require that the District seek expedited review of changes from the United States. Except for instances in which the District seeks expedited review, if the United States believes that the District's proposed modification(s) or amendment(s) of the SPHS Action Plan will result in a violation of the Agreement, the United States shall inform the District of

its objections within twenty (20) days after receiving notice of the modification(s) or amendment(s). The United States and the District shall attempt to resolve any allegation(s) of non-compliance in good faith without the need for judicial intervention. If the parties are unable to resolve the matter, the District may file a motion seeking relief from the Court and the United States may file a response.

(c) If after the filing of the SPHS Action Plan with the Court, the United States determines that the implementation of the SPHS Action Plan does not comply with the terms of this Agreement, the United States may seek to modify the SPHS Action Plan by mutual agreement with the District. If the United States does not secure the agreement of the District and the United States continues to maintain that a modification is required to remedy what it alleges is a failure to comply with this Agreement, the parties may seek to resolve the dispute pursuant to Section III.B. of this Agreement.

B. Resolution of Disputes.

1. Good Faith. The parties to this Agreement shall endeavor in good faith to resolve any differences or objections regarding the interpretation of, and compliance with, this Agreement prior to bringing such matters to the Court for resolution.

2. Breach of Agreement and Opportunity to Cure. In the event that the District either fails to substantially perform in a timely manner any obligation under this Agreement or violates this Agreement, the United States may move the Court to impose any remedy authorized by law or equity to enforce this Agreement; provided, however, that at least thirty (30) days prior to making any such motion, the United States

shall notify the District in writing of its intention to make such a motion, and shall provide the District with written notice of the grounds thereof to give the District a reasonable opportunity to cure the alleged violation(s) of this Agreement. During the thirty-day cure period, the parties shall attempt to resolve the allegation(s) of non-compliance in good faith without the need for judicial intervention. If the parties are unable to resolve the allegation(s) of non-compliance within the thirty-day cure period, the United States may file a motion seeking relief from the Court and the District may file a response.

C. Monitoring by United States

1. The United States may review the District's progress in implementing this Agreement during the Term of the Agreement.
2. The District shall provide the United States, including consultant(s) (if any) contracted by the United States, reasonable access to review the implementation of this Agreement. To the extent practicable, this access shall include reasonable access to the SPHS building and District personnel within two (2) weeks of the District's receipt of written notice from attorneys for the United States. The District shall cooperate with the review, which may include reasonable document requests, on-site reviews of relevant student records or files, interviews with students at times when they are not in class, interviews with teachers at times when they are not in class, administrators, SPHS School Police, and other SPHS personnel regularly assigned to SPHS when they are available, provided that before interviewing a student under the age of eighteen (18), the United States obtains the written consent of the student's parents.

3. Pursuant to paragraph III.C.2. of this Agreement, the United States and its consultant(s) shall provide the District with reasonable notice identifying either by type or by name any student records or files that they seek to review, and will work with the District to ensure compliance with applicable state and federal privacy and confidentiality laws. The United States and the District shall also develop a mutually agreed upon confidentiality and nondisclosure agreement regarding the release by the District to the United States of information gathered as part of the review process.

IV. HARASSMENT

To address incidents of alleged student-on-student harassment at SPHS, the District has already begun to implement some of, and shall continue to implement all of the policies, procedures, services, and training described in Sections IV.A. to IV.F. of this Agreement. The District shall ensure that Sections IV.A. through IV.F. of this Agreement are implemented to address student-on-student harassment incidents at SPHS. The District shall begin to implement the SPHS Action Plan immediately upon filing with the court.

A. Allegations of Harassment

1. The District shall respond to allegations of student-on-student harassment based on race, color and/or national origin at SPHS. The District shall take measures reasonably calculated to ensure that SPHS administrators, faculty, and staff address alleged harassment based on race, color, and/or national origin and conduct prompt investigations into complaints of such harassment. If the investigation results in a finding that the harassment policies, referred to in Section II.C., were violated, the District shall take prompt and reasonable corrective action, including discipline.

2. The District shall not retaliate in any way against any student or employee because that student or employee has alleged or opposed student-on-student harassment that may be based on race, color, and/or national origin at SPHS, or because that student or employee has participated or assisted in making or filing a complaint against SPHS personnel or District-level officials concerning alleged student-on-student harassment that may be based on race, color, and/or national origin. The parties agree that nothing in this paragraph shall be construed as creating a private right of action for, or authorizing intervention in this action by, an individual.

B. SPHS Anti-Harassment Policy and Procedures

1. The District shall ensure that SPHS continues to implement SPHS Anti-Harassment Policies and Procedures, consistent with District Policy 248 and this Agreement, that include the obligations of SPHS personnel to report incidents of alleged student-on-student harassment that may be based on race, color, and/or national origin that SPHS personnel witness or of which they have received reports, whether such incidents are verbal or physical or amount to harassment in other forms. The SPHS Anti-Harassment Policy and Procedures shall be included in the student handbook and the faculty handbook and shall be distributed to students and SPHS personnel at the beginning of each school year.

2. The SPHS Anti-Harassment Policy and Procedures shall include:

- (a) a definition of student-on-student harassment based on race, color, and/or national origin consistent with District Policy 248, and which provides written examples of harassment (as defined in Section II.C. of this Agreement);
- (b) a commitment to investigate complaints of such harassment fully and promptly in accordance with the

defined SPHS investigation procedures, within fourteen (14) days of the incident; (c) a requirement that SPHS take prompt and reasonable corrective action for conduct in violation of the harassment policies; (d) identification of SPHS staff members to whom reports of student-on-student harassment that may be based on race, color, and/or national origin may be made, provided that at a minimum the SPHS Anti-Harassment Policy and Procedures shall provide for reports to be accepted either in writing or orally by the District/SPHS police or security staff, teachers, guidance counselors, coaches, administrators, climate managers, and the SPHS designated staff member required by paragraph IV.C.2. below; (e) a requirement that all SPHS personnel who have received such a complaint of alleged harassment, or otherwise witnessed, or become aware of alleged harassment or conduct that may amount to harassment that they have reason to believe may be based on race, color, and/or national origin, including incidents where the victim is not able to identify the harasser, report it to the SPHS designated staff member; (f) a requirement that SPHS personnel take reasonable steps to stop any such harassment that they witness, unless the staff member believes that taking such steps would pose a risk to his or her safety and/or the safety of others; (g) a prohibition regarding retaliation against those who in good faith report alleged harassment incidents or assist in an investigation; (h) identification of a District-level office and person outside of SPHS (“School District Compliance Officer”) to whom parents or students may file a complaint concerning the response by SPHS to a complaint of alleged student-on-student harassment that may be based on race, color, and/or national origin and the method of filing such complaint; and (i) if the investigation results in a finding that the harassment

policies, referred to in Section II.C., were violated, the District shall take prompt and reasonable corrective action, including discipline.

3. The District shall update the SPHS Anti-Harassment Policy and Procedures in the SPHS Action Plan to ensure conformity with this Agreement.

C. Prevention of Harassment

1. Distribution of Anti-Harassment Materials. The District shall ensure that SPHS distributes to students and parents written materials that explain all of the elements of the SPHS Anti-Harassment Policy and Procedures described in paragraphs IV.B.1. and IV.B.2. above. Such materials may include posters. The written materials given to students and parents and posted for students shall be printed in Burmese, Khmer, Chinese, French, Nepali, Spanish, and Vietnamese and translated in any other language within the scope of the District's translation services contracts upon request, and otherwise communicated to all students and parents at SPHS in a manner that facilitates their understanding. The District shall confirm that these materials have been distributed by January 31, 2011.

2. Designation of SPHS Staff Member. The District shall ensure that SPHS continues to designate one administrator ("SPHS designated staff member") as being responsible for receiving and investigating reports of alleged student-on-student harassment based on race, color, and/or national origin from students, parents, SPHS staff, the Philadelphia Police Department ("PPD"), SEPTA Police, the District's School Police, or personnel of community-based organizations with a regular presence at SPHS. The District shall ensure that the SPHS designated staff member and any personnel assigned to assist the SPHS designated staff member are trained on how to properly

investigate and otherwise respond to each allegation or complaint of student-on-student harassment that may be based on race, color, and/or national origin.

3. Appropriate Remedial Action. If the investigation results in a finding that the policies were violated, the accused student will be referred to the responsible SPHS official for appropriate disciplinary and/or remedial action.

4. SPHS Staff Training on SPHS Anti-Harassment Policy and Procedures. The District shall ensure that SPHS implements training of those regularly assigned² SPHS administrators, teachers, teacher aides, deans, bilingual counseling assistants, and guidance counselors on the SPHS Anti-Harassment Policy and Procedures, and on how to recognize, prevent, and respond appropriately to harassment. This training should include specific examples of student-on-student harassment on the basis of race, color, and/or national origin. Such training shall occur at least annually, with the initial training to be completed no later than June 30, 2011. For substitute teachers, SPHS shall provide a written notice directing them to report to the SPHS designated staff person all witnessed and/or reported instances of student-on-student harassment based on race, color, and/or national origin. The District shall make reasonable efforts to invite personnel of community-based organizations with a regular presence at SPHS to the SPHS staff training sessions. To the extent practicable, the District shall consult with and consider recommendations from community-based organizations on future trainings. SPHS shall provide copies of District Policy 248 and the SPHS Anti-Harassment Policy and Procedures to any such organizations with a request that they distribute copies to their staff and/or volunteers who are regularly present at SPHS.

² “Regularly assigned” shall be further defined in the SPHS Action Plan.

5. SPHS Staff Training on Multicultural Awareness and Diversity.

The District shall ensure that SPHS implements multicultural awareness and diversity training for all regularly assigned SPHS administrators, teachers, teacher aides, deans, bilingual counseling assistants, and guidance counselors. Such training shall occur at least twice annually, with the initial training to be completed no later than June 30, 2011.

It is understood that the training referenced in this paragraph and the preceding paragraphs of this Section IV.C. may be combined or coordinated if programmatically appropriate, and that such trainings need not be mutually exclusive.

6. SPHS School Police Training. The District shall ensure that all District/SPHS police and security officers regularly assigned to SPHS, including supervisors (“SPHS School Police”), receive the training required by paragraphs IV.C.4. and C.5. at least annually. The District shall also ensure that SPHS School Police are instructed to report to the SPHS designated staff member any complaints of alleged student-on-student harassment they receive from students or parents that SPHS School Police have reason to believe may be based on race, color, and/or national origin. The SPHS School Police shall report such alleged harassment to the SPHS designated staff member.

7. Student Training on SPHS Anti-Harassment Policy and Procedures. The District shall continue to ensure that SPHS conducts training for students on the SPHS Anti-Harassment Policy and Procedures at least annually, which shall include examples of unlawful harassment, the procedures for reporting the same, and consequences for violation of the policy.

8. SPHS Student Training on Multicultural Awareness and Diversity.

The District also shall ensure that SPHS conducts at least twice annually diversity and multicultural awareness training for students, and that students play an active role in the training. It is understood that the training referenced in this paragraph 8 and the preceding paragraphs of Section IV.C. may be combined or coordinated if programmatically or pedagogically appropriate, and that such trainings need not be mutually exclusive. The District shall ensure that all trainings under this paragraph 8 cover District Policy 102 (Multiracial-Multicultural-Gender Education).

9. Annual Submission of Training Materials to United States. The

District shall provide annually to the United States materials used in the trainings described in paragraphs IV.C.4. through IV.C.8. including: (a) copies of printed materials presented; (b) agendas; (c) the approximate duration of the training; and (d) individual(s) or organization presenting the training. Any suggestions or recommendations from the United States will be considered in connection with future trainings.

10. SPHS Student Committee(s). The District shall make reasonable

efforts to have student committee(s) in place at SPHS to address matters concerning student-on-student harassment that may be based on race, color, and/or national origin.

11. SPHS School Security Plan. The District shall ensure that SPHS

School Police have reasonable school security plans at SPHS and that such plans have been informed by data and other reliable information about areas of SPHS that have had a high incidence of reported harassment, as further defined in the SPHS Action Plan.

D. Responding to Harassment

1. District Oversight of SPHS. The District shall ensure that SPHS administrators promptly and fully investigate complaints of alleged student-on-student harassment that may be based on race, color, and/or national origin, appropriately discipline students determined to have violated the anti-harassment policies, maintain policies and procedures reasonably calculated to prevent student-on-student harassment, and inform parents of SPHS administrators' response to complaints of harassment in a language the students and parents understand in accordance with the interpretation and/or translation requirements set forth in Section IV.F. below.

2. Notification of Parents of Accused Student. The SPHS principal or principal's designee shall notify the parents of the accused student in a student-on-student harassment incident that may be based on race, color, and/or national origin as soon after the complaint is filed, as is appropriate, but in no event later than three (3) school days after the investigation has determined that the accused student has violated the anti-harassment policies.

3. Meeting with Victim(s). The SPHS principal or principal's designee shall, if requested, agree to a promptly scheduled meeting with a student, and/or the parent of a student, who is reported to be or alleges to be the victim of an incident of student-on-student harassment based on race, color, and/or national origin. The SPHS principal or the principal's designee shall keep the victims and/or their parents informed – within the requirements of the Family Educational Rights and Privacy Act (“FERPA”) – with respect to the investigatory process and steps the school has taken to address the reported harassment. The District shall ensure that appropriate interpretation

and/or translation services are provided for ELL students and their parents during such communications pursuant to Section IV.F.

4. Availability of SPHS Counseling. The District shall offer appropriate SPHS counseling services to victims of student-on-student harassment. SPHS will offer SPHS counseling services to the accused students, if appropriate. SPHS counseling services will be provided by certified school counselors who, working in conjunction with other SPHS staff, have the expertise and/or experience to identify students who may require referrals to other resources and/or services, including behavioral and mental health services. SPHS will ensure that counseling sessions include appropriate translation and/or interpretation services.

5. Notification to District and Police. The SPHS principal or principal's designee shall report to the School District Compliance Officer, as identified in the SPHS Action Plan, all complaints of student-on-student harassment that may be based on race, color, and/or national origin, within ten (10) days of the receipt of the complaint. The principal or principal's designee may report to the PPD any such incidents that he or she believes involves criminal conduct within 72 hours.

E. Harassment Complaint Report - Record-Keeping Requirements

The District shall continue to ensure that SPHS maintains a written record of each and every complaint, whether verbal or in writing, reported to the "SPHS designated staff person" ("Harassment Complaint Report") (attached as Attachment D) of alleged student-on-student harassment that may be based on race, color, and/or national origin, whether or not any SPHS personnel believe the harassment to be so motivated. The Harassment Complaint Report shall, at a minimum, include: (1) the name and race of the alleged

victim and, if different, the name and race of the person reporting the allegation; (2) the nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident; (3) the names and races of all persons alleged to have committed the alleged harassment, if known; (4) the names and races of all known witnesses to the alleged incident; (5) any written statements of the reporter, the victim (if different from the reporter), the accused student(s), and any known witnesses; (6) the outcome of the investigation; and (7) the response of SPHS personnel and, if applicable, District-level officials, including the date any incident was reported to the PPD. The Harassment Complaint Report shall be completed by the SPHS designated staff member or other SPHS personnel assigned to assist the SPHS designated staff member. Items (1) through (5) shall be completed no later than fourteen (14) calendar days after the date upon which the complaint is first made. Efforts shall be made to obtain statements from the victim, the alleged harasser, and all known witnesses, to the extent practicable as soon after receiving the complaint as practicable. The outcome of the investigation and SPHS's response shall be reported in the Harassment Complaint Report.

F. Specific Provisions for English Language Learner Students

1. Student Complaints. The District shall ensure that SPHS provides ELL students who assert complaints of student-on-student harassment with language-appropriate interpreters and/or access to interpretation services to communicate their complaints.

2. Interpretation Services at Parent Conferences. The District shall take measures reasonably calculated to ensure that interpreters or interpretation services are provided for parents attending scheduled meetings, whether in person or by

telephone, with SPHS personnel to discuss a harassment incident if: (a) interpretation services are requested by the parent and/or (b) in the judgment of the SPHS personnel, the parents need interpretation services in order to communicate effectively about the subject that is being discussed. Appointments for such meetings will be scheduled for a time when the parents and interpretation services are available. If the need for an unscheduled meeting or conference arises when interpretation services are unavailable, the meeting or conference will be scheduled for the soonest time practicable when such services can be made available. The District shall identify in the SPHS Action Plan set forth in paragraph III.A.2. the interpretation services that SPHS may employ.

3. Interpretation Services for ELL Students Subject to Discipline and their Parents. The District shall continue to ensure that whenever an ELL student faces the prospect of a suspension, expulsion, or disciplinary transfer, interpretation services will be provided during any related disciplinary hearing and meetings if interpretation services are requested by the parent or ELL student, or if in the judgment of SPHS personnel, the parent(s) and/or ELL student need interpretation services in order to communicate effectively about the subject that is being discussed. Appointments for such meetings, hearings, and related matters shall be scheduled for a time when appropriate interpretation services are available. If the need for an unscheduled meeting, conference, or hearing arises when interpretation services are unavailable, the meeting, conference, or hearing will be rescheduled for the soonest time practicable when such services can be made available.

4. Harassment or Discipline Documents Sent to Parents of ELL Students. The District shall ensure that SPHS translates documents intended for parents

concerning an alleged or actual harassment incident and/or disciplinary action being taken against an ELL student in instances where the student is either the victim or the accused.

5. Notice to Parents in Appropriate Language of Interpretation/Translation Services. The District shall take measures reasonably calculated to ensure that SPHS provides written notice in the appropriate native language to ELL parents of the availability of interpretation and/or translation services in the circumstances set forth in Section IV.F. by the start of each school year and, for the parent of an ELL student who enrolls after such notice has been provided to other parents, no later than ten (10) school days after the ELL student is identified as eligible for the ELL program. The written notification shall be provided in the appropriate language and shall make clear that such services will be provided at no cost to parents. SPHS shall designate a school-based staff member to serve as a point of contact for parents if they need interpreter and/or translation services.

6. SPHS Notices in Languages Other Than English. The District shall translate the text of the following documents into the languages identified in paragraph IV.C.1. of this Agreement: (a) all anti-discrimination and anti-harassment procedures and policies; (b) all documents sent to all SPHS parents informing them of incidents of student-on-student harassment on school grounds; and (c) all District/SPHS forms notifying parents of disciplinary action, or impending disciplinary action, against their student(s). The District shall ensure that SPHS distributes such documents to ELL parents in a manner that is substantially the same as the manner in which notices are distributed to non-ELL parents.

7. SPHS Staff Training on Interpretation/Translation Services. The District shall ensure that SPHS administration, faculty, and staff receive appropriate training on how to secure interpreter and/or translation services when needed to communicate with ELL students and their parents, and on how to use interpreters and/or translators appropriately.

8. District Interpreters. The District shall ensure that all SPHS personnel will be instructed by January 1, 2011, that students, family members, and staff who are not employed or contracted by the District as interpreters shall not be used as interpreters on matters pertaining to the SPHS Anti-Harassment Policy and Procedures except in emergency situations. SPHS shall maintain an updated list of District interpreters, by language, that is accessible to all SPHS personnel including SPHS School Police. This list shall be updated at the start of each school year and by January 15 each year during the Term of the Agreement.

G. Consultant

1. Engagement of SPHS Consultant. As of the effective date of this Agreement, the District has engaged the SPHS Consultant, who is mutually agreeable to the parties; and the District shall continue to retain the SPHS Consultant in accordance with this Agreement. The SPHS Consultant will be engaged to study and determine what measures the District should take to address and prevent student-on-student harassment based on race, color, and/or national origin at SPHS. The District shall pay all fees and costs for the SPHS Consultant.

2. SPHS Consultant's Scope of Work. The District shall provide the SPHS Consultant with all appropriate information necessary for the SPHS Consultant to

identify any measures the District should take to address, prevent, and respond to student-on-student harassment based on race, color, and/or national origin at SPHS. The SPHS Consultant shall accomplish the following: (a) examine the roles and responsibilities of District officials and administrators, and SPHS administrators and staff to determine the current delegation of authority for implementing and enforcing District Policy 248, SPHS Anti-Harassment Policy and Procedures, and applicable federal nondiscrimination and anti-harassment laws pertaining to student-on-student harassment based on race, color, and/or national origin; (b) identify and evaluate District-level and SPHS-level policies and procedures related to student-on-student harassment that may be based on race, color, and/or national origin including, but not limited to, District Policy 248 and the SPHS Anti-Harassment Policy and Procedures; (c) conduct interviews of, including, but not limited to, District-level officials, SPHS personnel, SPHS School Police, parents (if willing and available), a diverse group of students, ELL teachers, administrators, the designated staff member, cafeteria staff, core curriculum teachers, members of student council (or equivalent body), and any student committees maintained in accordance with paragraph IV.C.10. to obtain additional information related to the SPHS Anti-Harassment Policy and Procedures; (d) review a sampling of past incident reports and documentation related to student-on-student harassment that may be based on race, color, and/or national origin at SPHS; (e) conduct a school climate survey as described in paragraph IV.G.3(c); (f) evaluate the extent to which school safety assessments and/or plans at SPHS take into account needs, risks, or vulnerabilities specific to ELL students; and (g) examine District discipline policies as they relate to District Policy 248 and the SPHS Anti-Harassment

Policy and Procedures that address SPHS student-on-student harassment and SPHS school discipline as a whole.

3. SPHS Consultant's Report. On or before June 1, 2011, the SPHS Consultant shall provide a written report to the parties outlining the findings, including the number of students who were interviewed by race and grade, the number of SPHS personnel who were interviewed by title and race, and identification of the District and/or SPHS documents that were reviewed. The report shall include recommendations of any additional measures the District should consider to address, prevent, and respond to student-on-student harassment based on race, color, and/or national origin at SPHS.

(a) Recommendations Regarding SPHS Anti-Harassment Policy and Procedures. At a minimum, the SPHS Consultant's report shall include recommendations concerning: (i) current District and SPHS policies and procedures related to student-on-student harassment; (ii) delegation of authority and responsibility among District-level officials and administrators, and SPHS administrators for resolving allegations of student-on-student harassment; (iii) dissemination of information about SPHS Anti-Harassment Policy and Procedures to students, parents, and SPHS personnel; (iv) the harassment complaint intake process and, in particular, handling complaints from ELL students; (v) the investigatory process; (vi) services available for victims of harassment; (vii) remedial and disciplinary measures; (viii) record-keeping practices; (ix) self-monitoring policies and practices; and (x) the results of the SPHS school climate survey and the methodology used.

(b) Recommendations Regarding Training. In addition, the SPHS Consultant's report shall include recommendations for a comprehensive training program

for those District officials and administrators responsible for implementing and enforcing applicable federal anti-harassment laws, policies and procedures at SPHS, all SPHS personnel, SPHS School Police, and all students at SPHS. The plan shall propose appropriate training programs for different individuals and groups, and shall tailor the topics and scope of coverage according to the needs of the different audiences. The topics should include those training topics described in paragraphs IV.C.4. through IV.C.8.

(c) School Climate Survey. Furthermore, the SPHS Consultant shall devise a school climate survey to be used on an annual basis during the Term of the Agreement for SPHS students and staff to assess the presence and effect of student-on-student harassment based on race, color, and/or national origin at SPHS. The survey will be conducted prior to the end of each school year during the Term of the Agreement and the SPHS Consultant will submit an analysis of the results of the survey to the parties for each school year.

4. District Response to Recommendations of SPHS Consultant. Within thirty (30) days of receiving the SPHS Consultant's report, the District shall submit to the United States the revisions to the SPHS Action Plan that the District intends to make, based on the SPHS Consultant's recommendations. The revised SPHS Action Plan shall state how the District intends to implement the SPHS Consultant's recommendations concerning the areas stated above in paragraphs IV.G.3.(a)-(c). If the United States has any objections to the revisions to the SPHS Action Plan, the United States shall inform the District of its objections within twenty (20) days after receiving the revisions. If the United States does not raise any such timely objection with the

District, then the District will file the revised SPHS Action Plan with the Court within ten (10) days. If the United States raises a timely objection with the District, the District and the United States shall endeavor in good faith to resolve any differences. If the parties are unable to resolve the matter, the District may file a motion seeking relief from the Court and the United States may file a response.

V. CRISIS RESPONSE AND EMERGENCY PREPAREDNESS PROCEDURES

A. The District shall ensure that SPHS develops written protocols and procedures for preparing and responding to crises and emergencies involving the safety of students at SPHS, including the protocols and means for communicating with SPHS staff, students, and their parents (including specific procedures to communicate with ELL students and their parents during crises and emergencies), District administration, and community-based organizations with a regular presence at SPHS.

B. A written copy of the protocols and procedures described in Section V.A. shall be maintained in the administrative office of SPHS. The SPHS principal or principal's designee shall take measures to inform SPHS personnel of the procedures described in Section V.A. and of their roles (if any) in such procedures. The District shall develop a crisis response and emergency preparedness guide for SPHS staff within sixty (60) days of the date of the Order. The protocols and procedures described in Section V.A. shall be reviewed by a qualified, independent third-party.

VI. REPORTING REQUIREMENTS

The District shall provide the information stated below to the United States pursuant to the schedule set forth below:

- Report due by July 15, 2011 covering the period from September 2010 through June 2011.
- Report due by January 15, 2012 covering the period from September 2011 through December 2011.
- Report due by July 15, 2012 covering the period from January 2012 through June 2012.
- Report due by January 15, 2013 covering the period from September 2012 through December 2012.

To the extent that the District is reporting on periods of time prior to the effective date of this Agreement, it is understood by the parties that the District will use its best efforts to collect and provide such information.

A. Harassment

1. Copies of SPHS Anti-Harassment Policy and Procedures; a list of each language for which the SPHS Anti-Harassment Policy and Procedures were translated; and copies of the translated versions of the SPHS Anti-Harassment Policy and Procedures.
2. Copies of all notices distributed pursuant to paragraph IV.F.6.; a list of each language for which these policies and procedures were translated; and copies of the translated versions of each such policy and procedure document.
3. The name of the "SPHS designated staff member" designated pursuant to paragraph IV.C.2. and any other titles, offices, or positions that person may hold at the school.
4. The dates and duration of each training session required by Section IV. of this Agreement or the SPHS Action Plan; copies of all agendas of, and all training materials provided or used at each such session; the name and qualifications of the

instructor of each training session; and copies of sign-in sheets containing the name and position of each person trained at each session, except for those training sessions for students pursuant to paragraph IV.C.7. of this Agreement.

5. Copies of all SPHS Harassment Complaint Reports, as described in Section IV.E., that were created during the reporting period.

6. A list by date of each parent conference in connection with a harassment complaint in which an interpreter and/or interpretation services was used. In the event that an interpreter is requested and not provided, a list by date and description of event and the reason for unavailability.

7. Report of all SPHS student discipline actions arising from reported alleged student-on-student harassment incidents on the basis of race, color, and/or national origin during the reporting period; and upon request, copies of specific disciplinary records pertaining to reported or suspected incidents of student-on-student harassment on the basis of race, color, and/or national origin that were created during the reporting period.

8. Copies of the English version, and a sample copy of each non-English version, of all documents about a student-on-student harassment incident or harassment issues, that SPHS administrators have distributed to students and parents in a language other than English and the languages into which the documents were translated.

9. A list by date and description of event for which an interpreter and/or interpretation services were used in connection with a student discipline matter involving a suspension in excess of ten (10) days, a disciplinary transfer to another

school, and/or an expulsion. In the event that an interpreter is requested and not provided, a list by date and description of event and the reason for unavailability.

10. The name of all SPHS personnel, and SPHS School Police, regularly assigned (other than substitutes) to SPHS at any time during the school year; the dates on which each such SPHS employee participated in the training required by paragraphs IV.C.4. through IV.C.8. of this Agreement; the name or title of the instructor of the training session program; and a list of all regularly assigned SPHS personnel who did not receive the training

11. A description of the student committee(s) described by paragraph IV.C.9. of this Agreement, including how the committee membership is determined, and the estimated level of student participation in terms of attendance and frequency of meetings.

12. Updates to SPHS Student Safety Crises Protocols and Procedures. Updates to the protocols and procedures described in Section V. shall be provided in the scheduled report following the update.

13. Annual Report of Aggregate Harassment Data for SPHS. On or before July 15, 2011 and July 15, 2012, the District shall make available a report through the District website for the 2010-11 and 2011-12 school years, respectively, that includes aggregate and non-personally identifiable data on the number of student-on-student harassment complaints received, the types of harassment, and the dispositions of cases.

B. Additional Information

The United States may request reasonable clarifications of, or supplementation to, the reports required by this Section. The District shall provide such clarification and

supplementation and shall permit the inspection and copying of supplemental materials as the United States reasonably may request.

VII. NOTICES, SUBMISSIONS AND DEMANDS

A. Addresses

Whenever, under the terms of this Agreement, written notice is required to be given or a report or other document is required to be sent, it shall be directed to the individuals at the addresses specified below. Any party may change the designated person or address by written notice to all the other designated recipients.

<u>Counsel for United States</u>	<u>Counsel for the PHRC</u>
Tamara H. Kassabian Nicholas U. Murphy Trial Attorneys United States Department of Justice Civil Rights Division Educational Opportunities Section 950 Pennsylvania Avenue, NW Patrick Henry Building, Suite 4300 Washington, D.C. 20530 Tel: (202) 514-4092 Fax: (202) 514-8337 tamara.kassabian@usdoj.gov nicholas.murphy@usdoj.gov	Charles L. Nier, III Assistant Chief Counsel PA Human Relations Commission 110 North 8th Street, Suite 501 Philadelphia, PA 19107 Tel: (215) 965-7712 Fax: (215) 560-3682 cnier@state.pa.us

Annetta Foster Givhan Assistant United States Attorney United States Attorney's Office Eastern District of Pennsylvania 615 Chestnut Street, Suite 250 Philadelphia, PA 11201 Tel: (215) 861-3619 Fax: (215) 861-8618 annetta.givhan@usdoj.gov	<u>Counsel for the School District of Philadelphia</u> Michael A. Davis General Counsel Diane Bernoff Sher Assistant General Counsel The School District of Philadelphia 440 North Broad Street, Suite 313 Philadelphia, PA 19130 madavis@philasd.org dbsher@philasd.org Kenneth I. Trujillo Pedro A. Ramos Trujillo Rodriguez & Richards, LLC Attorneys At Law 1717 Arch Street, Suite 3838 Philadelphia, PA 19103 Tel: (215) 731-9004 Fax: (215) 731-9044 ktrujillo@trrlaw.com pramos@trrlaw.com Maree F. Sneed Hogan Lovells LLP 555 13th Street, NW Washington DC 20004 Tel: (202) 637-6416 Fax: (202) 637 5910 maree.sneed@hoganlovells.com
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VIII. NON-WAIVER PROVISION

The United States does not waive any rights or remedies available to it concerning matters not alleged in the Complaint for any violation by the District of the Fourteenth Amendment to the United States Constitution or any other federal statutes or regulations. This Agreement does not limit or affect the rights and remedies as against any persons who are not parties to this Agreement, and the United States reserves all such rights and remedies.

IX. ENTIRE AGREEMENT

A. This constitutes the entire agreement between the District and the United States, and supersedes all prior understandings, whether oral or written, between the parties.

B. Nothing contained herein shall be deemed to be an admission by the District of liability or of the truth of any of the allegations set forth in the Complaint, or that it has in any manner or way violated the rights of any person, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the Commonwealth of Pennsylvania, the City of Philadelphia, the School District of Philadelphia, or any other rules regulations or bylaws of any department or subdivision thereof.

C. The Order and Agreement are entered by the parties solely for the purposes of settlement, and are tailored to the allegations by the United States in the Complaint. The Order and this Agreement constitute a final disposition by all parties concerning the circumstances described in the Complaint.

D. The parties agree to bear their own costs, attorneys' fees, and other expenses incurred in this action.

THE UNDERSIGNED PARTIES enter into this Settlement Agreement in the matter of United States of America v. The School District of Philadelphia and The School Reform Commission.

FOR PLAINTIFF UNITED STATES OF AMERICA:

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division



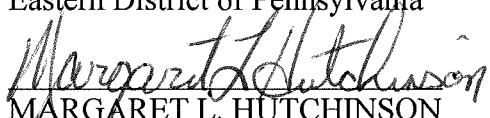
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Dated: 12/15/10



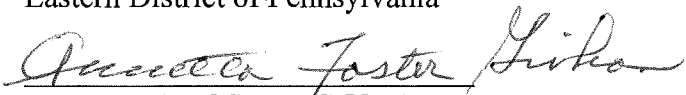
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United States Attorney
Eastern District of Pennsylvania

Dated: 12/15/10



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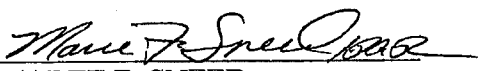
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Dated: 12/15/10

EXHIBIT A
(To Settlement Agreement)

SCHOOL DISTRICT OF PHILADELPHIA

SECTION: PUPILS

TITLE: UNLAWFUL HARASSMENT

ADOPTED: September 22, 2010

REVISED:

	248. UNLAWFUL HARASSMENT
1. Purpose 2. Authority 43 P.S. Sec. 951 et seq Title IX 20 U.S.C. Sec. 1681 et seq 29 CFR Sec. 1606.8(a)	The School Reform Commission strives to provide a safe, positive learning climate for students in the schools. Therefore, it shall be the policy of the district to maintain an educational environment in which harassment in any form is not tolerated. The SRC prohibits all forms of unlawful harassment of students and third parties by all district students and staff members, contracted individuals, vendors, volunteers, and third parties in the schools. The SRC encourages students or their parents/guardians and third parties who have been harassed to promptly report such incidents to the school principal or designee, or to any other member of the school staff, including teachers, guidance counselors, coaches and administrators. Any staff member who receives such a report shall immediately notify the principal or designee of same. If the behavior continues or if the school does not take action, students or parents/guardians should report the incident to the district's hotline at 215-400-SAFE. The SRC directs that complaints of harassment shall be investigated promptly, and corrective action taken when allegations are substantiated. Confidentiality of all parties shall be maintained, consistent with the district's legal and investigative obligations. All parties will be treated with dignity and due process. No reprisals nor retaliation shall occur as a result of good faith charges of harassment.
3. Definitions	For purposes of this policy, harassment shall consist of verbal, written, graphic or physical conduct relating to an individual's gender, age, race, color, sexual orientation (known or perceived), gender identity expression (known or perceived), national origin, religion, disability, socioeconomic status and/or political beliefs when such conduct: 1. Is sufficiently severe, persistent or pervasive that it affects an individual's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive educational environment;

29 CFR Sec. 1604.11(a) 4. Delegation of Responsibility Pol. 103	2. Has the purpose or effect of substantially or unreasonably interfering with a student's education; or 3. Otherwise adversely affects an individual's learning opportunities, safety or well-being. For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, written, graphic or physical conduct of a sexual nature when: 1. Submission to such conduct is made explicitly or implicitly a term or condition of a student's academic status. 2. Submission to or rejection of such conduct is used as the basis for academic or work decisions affecting the individual. 3. Such conduct deprives a student of educational aid, benefits, services or treatment. 4. Such conduct is sufficiently severe, persistent or pervasive that it has the purpose or effect of substantially interfering with the student's school performance or creating an intimidating, hostile or offensive educational environment. In order to maintain an educational environment that discourages and prohibits unlawful harassment, the SRC shall designate a district Compliance Officer to coordinate the district's efforts to comply with this policy and applicable laws and regulations. The Compliance Officer shall publish and disseminate this policy and the complaint procedure at least annually to students, parents/guardians, employees, independent contractors, vendors, and the public. The publication shall include the position, office address and telephone number of the Compliance Officer. The administration shall be responsible to provide training for students and employees regarding all aspects of unlawful harassment. Each staff member shall be responsible to maintain an educational environment free from all forms of unlawful harassment. Each student shall be responsible to respect the rights of his/her fellow students and district employees and to ensure an atmosphere free from all forms of unlawful harassment.
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5. Guidelines	The Superintendent or designee shall develop administrative procedures to implement this policy. The building principal or designee shall be responsible to complete the following duties when receiving a complaint of unlawful harassment: 1. Inform the student or third party of the right to file a complaint and the complaint procedure. 2. Inform the complainant that s/he may be accompanied by a parent/guardian during all steps of the complaint procedure. 3. Notify the complainant and the accused of the progress at appropriate stages of the procedure. 4. Refer the complainant to the Compliance Officer if the building principal is the subject of the complaint. The Code of Student Conduct, which shall incorporate this policy, shall be disseminated annually to students. This policy shall be accessible in every classroom, posted in a prominent location within each school building and posted on the district web site. The policy shall be made available in English and all other languages necessary to facilitate understanding by district residents. This policy shall be reviewed with every district student within ninety (90) days after the adoption or revision by the SRC, and annually on the first day of school thereafter. <u>Complaint Procedure – Student/Third Party</u> Step 1 – Reporting A student or his/her parent/guardian or third party who believes s/he has been subject to conduct that constitutes a violation of this policy is encouraged to immediately report the incident to the building principal or designee, or to any other member of the school staff, including teachers, guidance counselors, coaches and administrators. A school employee who witnesses, suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal or designee.
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If the building principal is the subject of a complaint, the student, parent/guardian, third party or employee shall report the incident directly to the Compliance Officer.

The complainant or reporting employee is encouraged to use the report form available from the building principal, but oral complaints shall be acceptable.

Step 2 – Investigation

Upon receiving a complaint of unlawful harassment, the building principal or designee shall investigate the complaint, unless the building principal or designee is the subject of the complaint or is unable to conduct the investigation.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the incident. The investigator may also evaluate any other information and materials relevant to the investigation.

The investigator shall attempt to secure statements from all participants in, and witnesses to the complaint. The complainant shall not be required to meet face-to-face with the accused.

The obligation to conduct this investigation shall not be negated by the fact that a criminal investigation of the incident is pending or has been concluded.

All investigations shall be completed by the assigned investigator within fourteen (14) days from the filing date of the complaint. Extenuating circumstances for not being able to comply with the deadline must be approved by the Compliance Officer. The extension must be a specified period of time not exceeding fourteen (14) days, and must be communicated to the complainant.

Step 3 – Investigative Report

The building principal or designee shall prepare a written report which shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual and whether it is a violation of this policy, and a recommended disposition of the complaint.

The findings of the investigation shall be provided to the complainant, the accused, and the Compliance Officer.

Step 4 – District Action

If the investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the district shall take prompt, corrective action to ensure that such conduct ceases and will not recur.

Complainants and the accused shall be notified of the final disposition/action taken by the district.

Disciplinary actions shall be consistent with the Code of Student Conduct, SRC policies and administrative procedures, and state and federal laws.

If it is concluded that a student has knowingly made a false complaint under this policy, such student shall be subject to disciplinary action.

References:

Pennsylvania Human Relations Act – 43 P.S. Sec. 951 et seq.

Federal Anti-Discrimination Law – 20 U.S.C. Sec. 1681 et seq. (Title IX)

Harassment Regulations and Guidelines

Code of Federal Regulations – 29 CFR Sec. 1604.11(a), 1606.8(a)

Federal Register – 66 Fed. Reg. 5512

School Reform Commission Policy – 103, 103.1, 249, 806

EXHIBIT B
(To Settlement Agreement)

South Philadelphia High School's Anti-Discrimination and Anti-Harassment Policy

The students and staff at South Philadelphia High School ("SPHS") come from varied backgrounds. Respect for different backgrounds is essential to a school community. All students and staff are reminded that students are prohibited from harassing and discriminating against other students on school grounds, school buses and at all school sponsored activities, programs and events on the basis of race, color, national origin (includes groups of persons of common ancestry, heritage, background, or students from the same country), ethnicity, religion, gender, gender identity, sexual orientation or disability. This policy and procedure addresses only harassment or discrimination by students against other students. Misconduct by teachers against students should be promptly reported pursuant to the Student Handbook. The School District of Philadelphia Code of Student Conduct prohibits harassing or discriminatory conduct, subject to appropriate discipline. All forms of harassment/discrimination are prohibited at SPHS.

What constitutes discriminatory or harassing behavior under this policy? Prohibited conduct includes, but is not limited to the following:

- threatening or harassing, intimidating or physically assaulting another student because of his or her race, color, ethnicity, national origin, religion, gender, gender identity, sexual orientation, or disability;
- using derogatory language in reference to another student's race, color, ethnicity, national origin, religion, gender, gender identity, sexual orientation, or disability;
- teasing or taunting another student because of his or her race, color, ethnicity, national origin, religion, gender, gender identity, sexual orientation, or disability.

Examples of conduct which may constitute harassment under this policy include but are not limited to the following:

- writing graffiti containing offensive language which is derogatory to others because of their race, color, national origin religion, gender, gender identity, sexual orientation, or disability
- making derogatory jokes or name-calling or slurs directed at others because of their race, color, national origin, religion, gender, gender identity, sexual orientation, or disability
- negative stereotypes or hostile acts which are derogatory to others because of their race, color, national origin, religion, gender, gender identity, sexual orientation, or disability
- written or graphic material containing comments or stereotypes which are either posted, circulated or are written or printed on clothing which are derogatory to others because of their race, color, national origin, religion, gender, gender identity, sexual orientation, or disability.

Students who have been found to have violated the SPHS Anti-Discrimination and Anti-Harassment Policy will be subject to appropriate disciplinary action pursuant to the Code of Student Conduct.

CONFIDENTIALITY

It is SPHS policy to respect the privacy and anonymity of all parties and witnesses to complaints brought under this policy. However, the need for confidentiality must be balanced against the obligation to cooperate with police investigations, to provide due process to the accused or to take necessary action to resolve the complaint. Therefore information regarding the complaint may be disclosed in appropriate circumstances to individuals with the need to know.

RETALIATION

Retaliation under this policy is defined as: adverse action against either a student or staff member because they reported or participated in an investigation of an alleged incident of discrimination or harassment on the basis of race, color, or national origin. Retaliation against a student, teacher or school employee is prohibited and will be subject to appropriate discipline.

Student complaints of retaliation may be addressed to Principal Otis Hackney.

Staff may make complaints to Principal Otis Hackney.

EXHIBIT C

(To Settlement Agreement)

South Philadelphia High School's Procedures for Reporting Harassment

Instances of student-on-student harassment on the basis of race, color, national origin (includes groups of persons of common ancestry, heritage, background, or students from the same country), ethnicity, religion, gender, gender identity, sexual orientation or disability shall be reported as follows:

1. Mrs. Cecelia Merritt, Assistant Principal is responsible for receiving and investigating complaints of discriminatory or harassing behavior against students by other students.
 - a. Mrs. Merritt's designation will be made available to all staff and students on an annual basis. Staff members will receive the list during the staff development period at the beginning of each school year. The list will be posted for students in the guidance office, near the main office, and in the cafeteria by the first day of the school year.
2. Students who believe that they have been the victim of discriminatory behavior by another student, and all students with knowledge of such behavior, are encouraged to report it immediately to school staff.
 - b. Complaints of discrimination or harassment can be submitted in writing or orally to Mrs. Merritt, or to any other staff.
 - c. Complaints should be reported as soon as possible after the incident(s) in order to be effectively investigated and resolved.
3. In addition to Mrs. Merritt, students may also report incidents to any staff member including, but not limited to, teachers, guidance counselors, coaches, and administrators.
4. Staff members are obligated to report promptly to Mrs. Merritt: (1) complaints of harassment or discrimination received by them, and (2) incidents of harassment or discriminatory behavior that they witness or have reason to believe occurred. Staff should also take appropriate action to intervene to stop such behavior.
5. Mrs. Merritt shall use available interpretation services at SPHS to assist students who are unable to communicate in English to communicate their complaints in a language the student understands. Students may also submit written complaints in any language.

EXHIBIT D
(To Settlement Agreement)

To be completed by person conducting the investigation of incident.

☐disability ☐gender identity ☐sexual orientation ☐other_____

Alleged Harasser(s): **Name** _____ **Grade** _____ **Age** _____ **Race** _____
 Name _____ **Grade** _____ **Age** _____ **Race** _____
 Name _____ **Grade** _____ **Age** _____ **Race** _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Witness Information (Attach witness statements.)

Name _____ Position _____

Name _____ Position _____

Name _____ Position _____

Other Evidence (Please describe) _____

Basis for allegation or belief that harassment may be based on race, color or national origin:

1. Alleged by: complainant _____ reporter _____ witness _____

2. Other (e.g. multiple incidents involving same students): _____

Conclusion:

After Investigation of the incident, I conclude the following (attach additional sheets if necessary):

Action Taken Regarding Alleged Harasser(s) State any disciplinary action taken against harasser(s)

Date of Disciplinary Action: _____

If no disciplinary action was taken, explain _____

If necessary, was incident reported to PPD? ____ Yes ____ No If yes, Date of Report _____

Reported by _____ Title _____

Report received by _____ Title _____

Follow Up Meeting with Principal or Principal's designee

Did victim or victim's parent(s) ask to meet with principal or principal's designee? ____ Yes ____ No

If yes, date of meeting _____ List all those present at the meeting:

Guidance Counseling: Were guidance counseling services offered to victim? ____ Yes ____ No

Conflict Resolution: Were peer mediation services offered? ____ Yes ____ No

Report Preparer's Signature _____

Title _____ Date Completed _____