



United States Attorney's Office

Eastern District of Michigan

**Extension Agreement
between
The United States of America
and
Hartland Consolidated School District**



INTRODUCTION

In March 2021, the United States Department of Justice (the “United States”) informed Hartland Consolidated School District (the “District”) that it opened an investigation into allegations of racial discrimination against students of color under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (“Title IV”).

The District fully cooperated with the investigation. Ultimately, on June 6, 2022, the District signed a letter of resolution (“2022 Agreement” or “Agreement”), agreeing to take the following actions during the 2022-23 school year:

1. Conduct a district-wide climate survey, sent to all employees, parents, and students, to assess the presence and effect of harassment based on race, the inclusiveness and safety of the educational environments, and the effectiveness of the measures taken by the District to date.
2. Develop a plan to address concerns identified by the survey responses, including developing a strategy to monitor the effectiveness of the District’s anti-harassment efforts using specific tools and benchmarks that can be tracked and analyzed.
3. Invite students to meet with designated District officials to share information about their experience with racial harassment in the District and respond promptly and effectively to student complaints and concerns.
4. Continue efforts to better investigate, track, and respond to complaints of racial harassment with a focus on targeted students, and providing them with support following incidents.
5. Provide annual mandatory training and programming for staff and students on racial harassment and ensure staff understand their obligation to address racial harassment.
6. Provide the USAO with copies of complaints alleging racial discrimination in the District and documentation of the District’s response on November 1, 2022, March 1, 2023, and June 1, 2023 and provide additional information when requested as needed to evaluate compliance with these terms and federal law.

At the conclusion of the 2022-23 school year, the United States and the District (collectively, “the Parties”) jointly determined that the District would benefit from additional time and action steps to fully address the United States’ concerns. On that basis, the Parties voluntarily agree to enter into this two-year extension (“Extension Agreement”) for the 2024-25 and 2025-26 school years to strengthen the District’s ongoing efforts to respond to student-on-student racial harassment,¹ with the agreement by the United States to provide regular feedback regarding ongoing compliance with this extension. The Agreement, Extension Agreement, and/or the performance by the District of any associated obligations do not constitute an admission of liability or any violation of any federal, state, or local law; the District expressly denies any violations.

¹ While negotiating this Extension Agreement, the District voluntarily continued its efforts from the original 2022 Agreement through the 2023-24 school year and was in regular communication with the United States on compliance concerns.



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DEFINITIONS FOR PURPOSES OF THIS EXTENSION AGREEMENT

- A. **"Staff"** includes persons employed by or serving in the District in any capacity including, but not limited to, administrators, teachers, librarians, cafeteria workers, lunchtime monitors, playground and recess monitors, reading partners or tutors, teachers' assistants, bus drivers, coaches, assistant coaches, and school resources officers (SROs).
- B. **"Racial Harassment"** is unwelcome conduct that is objectively offensive and is based on a student's race or color. Harassment may include the use of derogatory language (such as race-based slurs or jokes), intimidation, threats, unwanted physical contact, or physical violence. Harassment need not include intent to harm, be overtly directed at a specific person, or involve repeated incidents.
- C. **"Hostile Environment"** exists when harassment is objectively offensive and sufficiently serious that it interferes with or limits a student's ability to participate in or benefit from the services, activities, or opportunities in the educational program.
- D. **"Parent(s)"** means either or both biological or adoptive parent(s) of a student, a student's legal guardian, or other person legally responsible for a student under state law.



Section 1. Reporting & Responding to Harassment Complaints

- A.** The District agrees that all students, including students who are members of protected classes under federal law, have the right to be educated in a welcoming and supportive environment that is free from discrimination and harassment. The District will take all necessary and reasonable steps, consistent with federal law, towards the goal of ending harassment, preventing its recurrence, eliminating any hostile environment in its schools, programs, and activities, and remedying its effects.
- B.** The District's Harassment Compliance Officer, or their designee, will be responsible for ensuring the District's compliance with this Extension Agreement and applicable federal civil rights laws. The Harassment Compliance Officer will monitor compliance with this Extension Agreement; coordinate the District's submission of reports to the United States; ensure consistency of all Districtwide and school-level policies, trainings, and related materials regarding harassment; provide and publicize updated information as needed or appropriate to all administrators, faculty, staff, students, and parents/guardians on the District's policies and related materials; and ensure that all public materials are up-to-date.
- C.** At each school in the District, a designated employee ("Designated School Coordinator"), such as a building principal, will serve as the primary point of contact for, and coordinate the school-level investigation and response to, all incidents and/or complaints of harassment. Each such employee will be responsible for ensuring a prompt, effective, and appropriate response to all such incidents or complaints and for ensuring that each incident is appropriately logged in the District's electronic database.
- D.** The District will inform all District staff that if they become aware of an allegation of harassment they will report it to the school's Designated School Coordinator or other appropriate school- or District-level administrator.
- E.** The District will ensure that all harassment incidents (including any written or verbal report, discipline referral, or complaint involving possible harassment) are tracked electronically, even where no separate disciplinary infraction has been recorded.
- F.** The Designated School Coordinators will provide written reports to the Harassment Compliance Officer describing all incidents of and/or complaints received by the school regarding harassment, and a description of the school's response to each such incident or complaint. The Harassment Compliance Officer will review all such reports and all school-level investigations and resolutions of student misconduct that may constitute harassment to ensure compliance with the District's policies and procedures and to ensure that the school has responded in a prompt, effective, and appropriate manner to all incidents of harassment. The District will provide a summary of its findings from these reviews, including a description of all follow-up actions taken by the District to address problems or concerns identified during the review process, in its required reports to the United States. *See* Section 4. The United States will treat student personally identifiable information in accordance with its obligations under the Family Educational Rights and Privacy Act (FERPA).
- G.** The District will revise all relevant policies, practices, forms, and procedures, including, but not limited to the Student Code of Conduct and School Board Policies 5517, to define how the following may constitute racial harassment:



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1. Conduct that is not overtly directed at an individual student may still be based on, motivated by, or directed at the actual or perceived characteristics of a student.
 2. Conduct that is not overtly directed at an individual student may still have the purpose or effect of creating an intimidating, offensive, or hostile environment.
- H. The District will revise all relevant policies, practices, forms, and procedures to clarify that the District must offer appropriate interim supportive measures during an investigation into a complaint as well as the types of interim supportive measures (e.g., safety plans or other measures) for all students alleging race-based hazing, harassment, or bullying, to the extent otherwise permitted by other federal or state laws including, but not limited to, the Individuals with Disabilities Education Act.



Section 2. School Climate & Culture Assessments

- A.** The District will engage in a Tier III Systemic Equity Partnership with the Great Lakes Equity Center/Midwest and Plains Equity Assistance Center (MAP Center) to receive technical assistance in developing and executing a comprehensive plan to address the school climate. The District will comply with all requirements of the Tier III Systemic Equity Partnership, including but not limited to:
1. Enter in a Memorandum of Understanding with the MAP Center for an 18-month period;
 2. Designate an employee to be the equity liaison to the MAP Center;
 3. Create an Equity Leadership Team to guide equity action planning and implementation;
 4. Designate Equity Leadership Team members to participate in regularly scheduled collaborative consultation calls with the assigned MAP Center technical assistance specialist;
 5. Participate in the Equity-Oriented Strategic Planning partnership academy;
 6. Participate in the Centering Equity in Professional Development and Capacity Building Planning partnership academy;
 7. Participate in the Monitoring and Evaluating Equity-Focused Initiatives partnership academy; and
 8. Complete center evaluation activities.
- B.** The District will annually assess the environment of all District schools regarding conduct that may create a racially hostile environment. Beginning in the 2024-25 school year and in all successive years under this Extension Agreement, the District will conduct this assessment mid-year, so that the results of the assessment can inform training provided during the same school year. The assessment should be performed using all of the following methods:
1. A climate survey that assesses the culture and climate in the school, including the prevalence of race-based harassment and the school's responses. MAP Center will conduct the climate survey, analyze its results, and recommend action plans. The District shall submit the proposed climate survey to the United States and the MAP Center for input 60 days prior to public distribution. The United States will hold final approval authority.
 2. The District will administer the survey as follows:
 - a. The District will distribute a climate survey to the entire Middle through High School community, including students, parents, faculty, and staff. For elementary schools, the District may choose to survey only parents, faculty, and staff.
 - b. To the extent permitted by the Hanover Research protocol, the District may permit anonymous responses to the climate survey but ask for the person's relationship to the District (e.g., parent, student, staff).
 - c. The District will make good-faith efforts to encourage responses to the survey. This includes good-faith efforts to promote participation in the survey.
 - d. The District will solicit responses to the climate survey for at least 30 days and will include in its distribution of the climate survey the deadline for responses.
 - e. The District will ensure that the climate survey is accessible to students, parents, faculty, and staff with disabilities or limited English proficiency.
 - f. The climate survey will include:
 - i. Questions pertaining to the prevalence and nature of racial harassment;



Section 3. Training & Professional Development

- A.** Before the start of classes in each school year covered by this Extension Agreement, the District will train all staff how to identify, report, and respond to racial harassment and improve the school environment.
- B.** Before the start of the 2024-25 and subsequent school years covered in this Extension Agreement, the District will train all Designated School Coordinators at all District schools on:
 - 1.** How to recognize racial harassment;
 - 2.** The impact of racial harassment on the school environment;
 - 3.** Appropriate supportive measures;
 - 4.** Feedback from students on staff's response to racial harassment perceived by or witnessed by staff; and
 - 5.** How to conduct a prompt, effective, and unbiased investigation; document findings; and take appropriate corrective action.
- C.** The District will implement or require attendance at a restorative justice techniques training program for all employee(s) designated to administer discipline or follow up on student complaints.
- D.** By October 1 of each school year, the District will conduct age-appropriate, school-wide training programs at all District schools targeted at preventing racial harassment and improving the school environment. The District will take reasonable steps to ensure the training is administered to all students.
- E.** The District will submit proposals for all trainings in this section at least 45 days prior to the scheduled training for the United States' and the MAP Center's review, comment, and approval. Each proposal will include training title(s), learning objectives, date(s), trainer(s)/facilitator(s) name and credentials, and agenda. On the same date as its proposal, the District will also provide the United States and the MAP Center with all documents intended to be used in the training (e.g., handouts, presentations, assigned reading). The United States will have final approval authority.



Section 4. Monitoring & Reporting

During the term of this Extension Agreement, the District will submit reports to the United States three (3) times during each school year. The first report will be submitted by November 1, the second will be submitted by March 1, and the third will be submitted by June 1 each year. These reports will contain the following information for the preceding reporting period, with the first report due November 1, 2024:

A. General Information

1. The total number of students enrolled in the District, disaggregated by (a) school, (b) grade level, (c) race/ethnicity, and (d) sex.
2. Copies of all policies on race-based hazing, harassment, and bullying that have been updated or revised during the reporting period.

B. School Climate

1. A description of the District's efforts to implement Section 2.A;
2. A description of all trainings or programs conducted to implement the requirements of Section 3;

C. Complaints & Investigations

1. The District's tracking document in sortable, electronic format listing all known allegations of student-on-student and employee-on-student race-related discrimination, harassment, hazing, or bullying and all allegations of retaliation, if any, related to each such incident. For each report received, whether written or verbal, provide the following information:
 - a. the date, time, and location of the alleged incident(s);
 - b. a narrative description of the alleged incident(s);
 - c. the name and position/job title (e.g., student, teacher, parent, administrator, or other) of the person(s) reporting the allegation, and the date on which it was reported;
 - d. the person who received the complaint and manner in which the allegations were reported (e.g., written complaint, telephone call, email, voicemail, other);
 - e. For the alleged target and alleged perpetrator, each individual's name, race/ethnicity, sex, grade level (if applicable) or job title (if applicable);
 - i. A student's name may be de-identified by providing the first name and last initial of the student with the student's corresponding student number;
 - ii. the United States will treat student personally identifiable information in accordance with its obligations under FERPA.
 - f. A description of all supportive measures/interim actions taken by the District during the investigation and adjudication process in response to each allegation, including interim remedies and academic or behavioral accommodations provided to the alleged target or perpetrator, as well as any interim safety measures (e.g., safety plan for the alleged target, notification to classroom teachers, separation of alleged perpetrator from target student to the extent permissible by federal or state law including, but not limited to, the Individuals with Disabilities Education Act); and
 - g. A description of the outcome of any investigation, including the date on which the investigation commenced and concluded, the date(s) of any communication(s) with the students involved and their family, and all resulting disciplinary or non-disciplinary actions (e.g., education, training, counseling, warning, referrals), restorative justice measures, safety measures, and accommodations or other remedies. If an investigation occurred, include



whether or when law enforcement, including SROs, were involved, and who was assigned to conduct the investigation.

2. All documents related to any reported allegation of student-on-student and employee-on-student race-based discrimination, harassment, hazing, or bullying and allegations of retaliation, if any, related to each such incident.
3. To the extent not produced in response to C1 and C2 above, all disciplinary records involving the use of offensive slurs, including the n-word, or gestures, that may be perceived as demeaning to students based on race. For all disciplinary records responsive to this request, provide all Documents related to the referral, the underlying incident, and the District's response to the complaint or underlying incident.



Section 5. Enforcement

- A.** The United States, through its representatives or any consultant or expert it may retain, may conduct on-site reviews of the District's schools and in-person or virtual interviews of staff, with District counsel present, to evaluate compliance with the terms of this Extension Agreement upon giving notice to the District.
- B.** Once the District implements changes to policies, training, and any materials required by this Extension Agreement and approved by the United States, the District will not substantively modify those changes during the period of the Extension Agreement without obtaining the United States' prior written approval.
- C.** The United States will promptly notify the District in writing within 60 days of any submission of documents or information required by this Extension Agreement if that submission raises issues or concerns related to compliance with this Extension Agreement. The failure to provide written notice waives any concern or issue regarding the District's compliance related to that specific submission but does not alter the District's overarching obligation to comply with the Agreement and federal law. The Parties will act in good faith to resolve any such issues or concerns. In the event of a material breach by the District of this Extension Agreement that cannot be resolved through good faith negotiation, the United States may initiate judicial proceedings under Title IV and the terms and obligations of the District under this Extension Agreement. This Extension Agreement does not relieve the District from its other obligations under other federal civil rights laws.
- D.** The United States retains the right to investigate and, where appropriate, initiate enforcement proceedings concerning any alleged violations of federal law by the District.
- E.** The District will not retaliate against faculty, staff, parents, or students, who participate in the United States' investigation, monitoring, and enforcement of this Extension Agreement or otherwise exercise their rights under federal law.



Section 6. Term & Termination

- A.** The Parties anticipate that the District will have completed all activities required by this Extension Agreement by the end of the 2025-26 school year. When the District provides the United States with the status report due on June 1, 2026, the United States will have 90 days to raise any remaining concerns about the District's compliance with the Extension Agreement.
 - 1.** If the United States does not raise any concerns with the District's compliance, the Extension Agreement will terminate.
 - 2.** If the United States raises a substantial concern about the District's compliance, the Parties will attempt to resolve those concerns cooperatively and may consider extending the Extension Agreement.
- B.** The Parties may, upon mutual written agreement, amend this Extension Agreement to address changed circumstances.
- C.** This Extension Agreement constitutes the entire agreement by the Parties. No financial consideration was exchanged as part of this settlement. No statement, promise, or agreement that is not contained in this Extension Agreement, whether written or oral, made by any Party or agents of any Party, will be enforceable on the matters raised in this Extension Agreement.
- D.** This Extension Agreement is final and binding for the term of the Agreement on the District, including its Board, even if changes in Board membership or Superintendent occur.
- E.** The undersigned representatives of the Parties certify that they are authorized to enter into and consent to the terms and conditions of this Extension Agreement and to execute and legally bind the Parties to it.
- F.** The effective date of this Extension Agreement is the date of the last signature below.



SIGNATURES OF PARTIES TO THE EXTENSION AGREEMENT

For Hartland School District:

For Hartland School District:

School Board President

For the United States of America:

DAWN N. ISON
United States Attorney
Eastern District of Michigan

SUNITA DODDAMANI
Assistant United States Attorney
Civil Rights Unit
U.S. Attorney's Office
for the Eastern District of Michigan
211 W. Fort St.
Detroit, MI 48202

KRISTEN CLARKE
Assistant Attorney General

Shaheena A. Simons, Chief
Aria Vaughan, Trial Attorney
Aziz Ahmad, Trial Attorney
Educational Opportunities Section
Civil Rights Division
United States Department of Justice
150 M Street, NE
Washington, DC 20002

Date: 9/23/24

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