

Settlement Agreement
between
The United States of America
and
Federal Way Public Schools

Federal Way Public Schools (the “District”), the United States Department of Justice, Civil Rights Division, Educational Opportunities Section, and the Office of the United States Attorney for the Western District of Washington (the “United States”) (collectively “the Parties”) voluntarily enter into this Settlement Agreement (“Agreement”) to improve the District’s ability to prevent and appropriately respond to peer-on-peer harassment based on national origin and religion consistent with the District’s obligations under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (“Title IV”), which authorizes the Department to address certain complaints of discrimination in public schools. This Agreement also addresses the District’s obligations under the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1701 *et seq.* (“EEOA”), which requires states and school districts “to take appropriate action to overcome language barriers that impede equal participation by [their] students in [their] instructional programs,” 20 U.S.C. § 1703. Under this Agreement, the District will contract with one or more third-party consultants (the “Consultant(s)”) to review and receive technical assistance on its national origin- and religion-based harassment policies, practices, and procedures to ensure consistency with one another and with Federal law. In addition, the District, with assistance from the Consultant(s), will review and revise its training on and implementation protocols for such policies to ensure consistent procedures for reporting, investigating, and responding to national origin- and religion-based harassment, and will assist schools in building the capacity to comply with those policies and procedures. Such capacity-building will include training and professional development at the District level as well as at the school level for students, families, and staff at all District schools. The District will also review and revise its policies, practices, and training related to overcoming the language barriers of Limited English Proficient (“LEP”) parents/guardians of District students.

Terms of the Agreement

I. THIRD PARTY CONSULTANT(S)

- A. The District will execute a Memorandum of Understanding with one or more third-party Consultants or services providers, mutually agreed upon by the Parties, to assist in the implementation of this Agreement. Specifically, the Consultant(s) will be qualified to review and provide technical assistance to the District on its policies, practices, procedures, training, and implementation protocols related to peer-on-peer harassment, intimidation, or bullying discrimination on the basis of national origin and religion.

II. PRACTICES AND PROCEDURES RELATED TO PEER-ON-PEER HARASSMENT, INTIMIDATION, AND BULLYING

- A. In consultation with the District, the Consultant(s) will conduct a review of all District-wide and school-level practices and procedures related to national origin- and religion-based harassment, intimidation, and bullying, and student discipline, as well as all related materials (*e.g.*, student and employee handbooks, codes of conduct, complaint forms) (“materials”), to ensure they are consistent with the District’s written Policies¹ and obligations under Federal law to prevent, investigate, and address national origin- and religion-based harassment of students, and to eliminate any hostile environment arising from or related to such harassment. The Consultant(s) will provide the District an assessment report that includes recommended changes to practices and procedures at the school and District level.
- B. With the support and direction of the Consultant(s), the District will conduct a comprehensive assessment of its District- and school-level resources to determine what, if any, additional resources are necessary to ensure that all schools have the capacity to implement fully the District’s Policies and the terms of this Agreement. At a minimum, the District will conduct listening sessions with employees at Decatur High, Thomas Jefferson High, Valhalla Elementary, Lake Dolloff Elementary, and TAF @ Saghalie schools to assess resource needs at those schools. Such resources may include employee training, classroom materials, handouts and presentations, and other necessary provisions. To the extent the District determines that it lacks the resources necessary to implement those Policies and the terms of this Agreement with fidelity, it will identify what resources it needs and work with the Consultant(s) to develop a written plan to obtain those resources (“Resource Plan”).

¹ “Policies” refers to all policies adopted by the District to address national origin- and religion-based harassment, intimidation, and bullying discrimination, and student discipline.

- C. By February 1, 2021, the District will submit to the United States a copy of the Consultant(s)'s assessment report and the District's Resource Plan.
- D. By April 1, 2021, the District will submit to the United States all proposed revisions to its school- and District-level practices and procedures, including all related materials. If the District does not adopt a recommendation by the Consultant(s), the District will notify the United States of the specific recommendation, the reason for rejecting it, and the District's proposed alternative course of action.
- E. By May 1, 2021, the United States will notify the District of its approval or comments on the proposed revisions and Resource Plan.
- F. By June 1, 2021, the District will submit its final proposed revisions to the United States, incorporating the United States' comments. If the Parties do not agree to any proposed revision, they will work in good faith to resolve any disagreements within 30 days.
- G. Upon receipt of the United States' approval of the final proposed revisions and Resource Plan, the District will promptly seek School Board approval of the Plan. The District will promptly inform the United States of any School Board action on the Plan.

III. TRACKING AND MONITORING OF HARASSMENT, INTIMIDATION, AND BULLYING INCIDENTS AND COMPLAINTS

- A. The District will ensure that all harassment, intimidation, and bullying incidents (including any written or verbal report, discipline referral, or complaint involving possible harassment or bullying) are tracked electronically, even where no separate disciplinary infraction has been recorded. The information that will be tracked regarding such incidents is set forth in Appendix A.
- B. The District will ensure that all District employees, including teachers and staff, and contractors, who become aware of an allegation of harassment, intimidation, or bullying will report it to the school's Designated School Coordinator (as defined by Section V. B.) or other appropriate school- or District-level administrator.

IV. PRACTICES AND PROCEDURES FOR COMMUNICATING WITH LEP PARENTS/GUARDIANS

- A. To identify LEP parents who need language assistance, the District will ask parents/guardians to indicate on the home language survey whether they need school- and district-level communications in a language other than English through interpreters and/or translations. The District will make information regarding LEP parent/guardian needs for interpreters and translations readily accessible to administrators and teachers

through the student information system. The District will train its employees to review this information before scheduling meetings with parents/guardians or sending out notices to parents. During this training, the District will explain how to obtain qualified interpreters and translations of essential information into the major non-English languages spoken by families in the District, specifically the top five (5) languages identified through the student information system on the first day of each school year (“Major Languages”). The District also will add a statement, translated into the Major Languages, to its registration packet, its online registration form, and the homepage of the District and school websites about the availability of interpretation in multiple languages and how to request an interpreter or a translation.

B. The District agrees to give LEP parents access to school-related information provided to other parents as follows:

1. Notices or documents containing essential information² that are distributed at the District or school level will be translated into the District’s Major Languages and distributed to parents speaking those languages; and speakers of languages other than the Major Languages will be provided, in a timely manner, written translations or interpretation of the documents in a language they understand either upon request or if the need for such translation becomes apparent to the District.³
2. Oral communications of essential information will be provided in a language the parent understands by means of an interpreter without undue delay. The District will provide oral interpretation or written translation of other school-related information upon request for such information from LEP parents/guardians whenever timely requested and practicable.

² “Essential information” includes, but is not limited to: (a) report cards and other academic progress reports; (b) documents concerning academic options and planning; (c) documents concerning enrollment or registration; (d) documents concerning screening procedures requesting a student’s language background and a parent’s preferred language of communication; (e) requests for parent permission for student participation in District/school-sponsored programs and activities; (f) materials and announcements distributed to students that contain information about school and District activities for which notice is needed to participate in such activities (*e.g.*, testing, co-curriculars activities requiring an application, parent-teacher conferences, open houses); (g) information about special education matters arising under the Individuals with Disabilities Education Act (“IDEA”) or Section 504 of the Rehabilitation Act of 1973 “Section 504”) (*e.g.*, procedural rights, meetings about Individual Education Plans (“IEPs”) and Section 504 Plans, and Behavior Intervention Plans); (h) information about student discipline; (i) parent handbooks; (j) information related to public health and safety in the District schools; and (k) any other written information describing rights/responsibilities of parents or students and benefits/services available to parents and students, including District policies on harassment, intimidation, and bullying discrimination.

³ The District agrees to extend this translation obligation to essential information on the District’s website.

- C. All District or school-provided interpreters, whether paid District employees, contractors, or volunteers, will be: bilingual and demonstrably qualified and competent to interpret; trained in providing the interpretation they are asked to provide or sufficiently knowledgeable in both languages of any specialized terminology needed to provide the requested interpretation accurately; and trained in the ethics of interpretation (*e.g.*, the need for accuracy and confidentiality in interpretation). Except in an emergency, the District will not use students, family, or friends of LEP parents/guardians, or Google Translate for interpretation of District- or school-generated documents containing essential information. If there is an emergency and no interpreter is available, whether in-person or via Language Line or similar remote service, the District will follow up with the parent/guardian in a timely manner to communicate, through a qualified interpreter or translation, the essential information that the family or friends orally interpreted.
- D. The District will ensure that the main office of every school clearly and prominently posts written notice in English and the Major Languages of the right of parents/guardians to request interpretation and translation services. This same notice will also be conspicuously posted on the District's website and included in all student and/or parent/guardian handbooks.
- E. To ensure that all District schools have access to already translated information, the District will provide central office and school-based employees with electronic access to an accurate and current inventory of translated District-level and school-specific documents, as well as instructions for requesting translations of additional documents. The District will continue to expand this inventory to include translations of all district-level and school-level essential information in the Major Languages. To assist all schools in communicating with LEP parents/guardians, the District will provide school principals with a list of the names, languages, and contact information for all District employees, contractors, and others who provide translation and interpretation services. The policies and procedures regarding access to translation and interpretation services will be included in the District's annual training for administrators and teachers.

V. DISTRICT OVERSIGHT

- A. The District's Executive Director of Human Resources and Community Relations will be responsible for ensuring the District's compliance with this Agreement and applicable Federal civil rights laws. The Executive Director of Human Resources and Community Relations will monitor compliance with this Agreement; coordinate the District's submission of reports to the United States; ensure consistency of all District-wide and school-level policies, trainings, and related materials regarding harassment, intimidation, and bullying discrimination, and communications with LEP parents/guardians; provide and publicize updated information on a periodic basis 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.

- B.** At each school in the District, a designated employee ("Designated School Coordinator") 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, intimidation, and bullying discrimination. 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.
- C.** The Designated School Coordinators at Decatur High, Thomas Jefferson High, Valhalla Elementary, Lake Dolloff Elementary, and TAF @ Saghalie schools will provide quarterly written reports to the Executive Director of Human Resources and Community Relations describing all incidents of and/or complaints received by the school regarding bullying and harassment, and a description of the school's response to each such incident or complaint.
- D.** The Executive Director of Human Resources and Community Relations will conduct reviews of all quarterly reports and all school-level investigations and resolutions of student conduct that may constitute harassment to ensure Decatur High, Thomas Jefferson High, Valhalla Elementary, Lake Dolloff Elementary, and TAF @ Saghalie schools' compliance with the District's policies and tracking and monitoring procedures and to ensure that the school has responded in a prompt, effective, and appropriate manner to all incidents and/or complaints of bullying, harassment, or discrimination. In its annual report to the United States, *see* paragraph VIII.A, 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.

VI. TRAINING AND PROFESSIONAL DEVELOPMENT

- A.** In collaboration with the Consultant(s), the District will revise all training programs and materials related to harassment, intimidation, and bullying discrimination to incorporate all revisions to the District's policies that are made pursuant to this Agreement.
- B.** The Consultant(s) will evaluate the existing practices and training needs of the Executive Director of Human Resources and Community Relations and work with the District to provide separate and particularized training to ensure that the Executive Director of Human Resources and Community Relations has the knowledge and skill necessary to fulfill all training and oversight duties related to the implementation of the District's policies and the terms of this Agreement.

- C.** The Executive Director of Human Resources and Community Relations will conduct or arrange annual training for new hires and periodic training for current employees to ensure that all District employees are kept current on the District's policies and applicable laws. Training will include clarification that failure by school employees to respond in a prompt, effective, and appropriate manner to incidents and/or complaints of harassment, intimidation, and bullying discrimination, including notifying administrators of any such incidents or complaints, violates District policy and the terms of this Agreement, as well as Federal and/or state laws. Training will also clarify the proper policies and procedures for communicating with LEP parents/guardians pursuant to the terms of this Agreement, as well as Federal laws. Training for current staff will include an opportunity for staff to ask questions and share concerns and challenges in implementing District policies. The Executive Director of Human Resources and Community Relations will report to the Superintendent a summary of the concerns and challenges voiced during staff trainings, and the District will work to address such issues through additional guidance and training, as appropriate.
- D.** In consultation with the Consultant(s), the District will provide separate training for school- and District-level administrators and Designated School Coordinators on how to properly receive, document, process, and respond to harassment, intimidation, and bullying discrimination complaints to ensure their knowledge and skill regarding the receipt of complaints and appropriate investigation procedures. This training will include an opportunity for employees to share feedback on current challenges in implementing District harassment, intimidation, and bullying policies. The training will also address the concerns raised by the United States about the District's response to incidents of national origin- and religion-based harassment, intimidation, and bullying. If either the United States, the Consultant(s), or the District request a meeting to discuss concerns identified during the United States' investigation and/or compliance with this Agreement, such a meeting will be held at a mutually agreeable time.
- E.** The District will provide age-appropriate instruction on harassment to all District students that covers the type of conduct prohibited by District policy and the processes for notifying school employees of incidents of harassment, intimidation, and bullying discrimination.
- F.** Beginning in the 2021-22 school year, all trainings required by this section will be conducted annually, prior to December 30th of each school year for the term of this Agreement, and will be led by sufficiently qualified individuals as determined by the Consultant(s).

VII. CLIMATE SURVEYS AND EFFECTIVENESS ASSESSMENT REPORT

- A.** The District will work with the Consultant(s) to develop and administer annually two school climate surveys to assess the presence and effects of harassment, intimidation, and bullying discrimination, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken pursuant to this Agreement. One survey will be administered to District students, and the second will be administered to parents/guardians of District students. The District will ensure that the second survey is accessible to LEP parents/guardians via translation and/or interpretation services. The surveys may be completed anonymously. The United States will have the opportunity to review and provide feedback on the two surveys prior to their use.
- B.** Beginning in the 2021-22 school year, both the student and parent surveys will be administered prior to December 30th for each school year throughout the term of this Agreement. The survey must be developed in partnership with the Consultant(s). The District will submit draft surveys to the United States for review and additional input at least 60 days prior to their administration. The Executive Director of Human Resources and Community Relations and each Designated School Coordinator will analyze the results of the surveys and incorporate this analysis into the District's annual Effectiveness Assessment Report, described in paragraph VII.C. If either the District, the United States, and/or the Consultant(s) determine that training is needed on how to analyze survey results, the District will provide such training to relevant employees.
- C.** At the conclusion of each school year (beginning with the 2020-21 school year), the District will conduct an assessment of the effectiveness of its anti-harassment efforts. The assessment will be conducted by the Executive Director of Human Resources and Community Relations. A final written report will include the items in Appendix B, and will be included in the District's annual report to the United States, pursuant to paragraph VIII.A and Appendix C.

VIII. MONITORING AND REPORTING

- A.** During the term of this Agreement, the District will submit an annual report to the United States by July 15th that contains the information contained in Appendix C, with the first report due on July 15, 2021. The District will, for the duration of this Agreement, preserve and maintain all records and documents, including all electronically stored information, used to compile the annual report, and all other documents pertinent to its compliance with the Agreement, and will provide such information to the United States upon request.
- B.** The United States will promptly notify the District in writing of all issues or concerns related to compliance with this Agreement that may arise during the term of this

Agreement. The Parties will act in good faith to resolve such issues or concerns. In the event of a breach by the District of this Agreement that cannot be resolved through good faith negotiation, the United States may initiate judicial proceedings to enforce Title IV, the EEOA, and the specific commitments and obligations of the District under this Agreement. This Agreement does not relieve the District from its other obligations under other Federal civil rights laws. The United States retains the right to investigate and, where appropriate, initiate enforcement proceedings concerning any future alleged violations of Federal law by the District.


- C. In monitoring the District's efforts to fulfill its obligations under this Agreement, the United States may conduct site visits, observe trainings, interview District staff and students (with parent permission), confer with the Consultant(s), and request any additional information or data necessary for the United States to determine whether the District has fulfilled the terms of this Agreement.

IX. TERM AND TERMINATION

- A. This Agreement will remain in effect until 60 days after the District submits its complete report due on July 15, 2023. The parties may, upon mutual written agreement, amend this Settlement Agreement to address changed circumstances.

Date: November 12, 2020

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APPENDIX A

HARASSMENT, INTIMIDATION, AND BULLYING COMPLAINTS AND INCIDENTS

— INFORMATION TO BE TRACKED

1. The name, grade, school, race, national origin, sex, religion, and/or disability, and other relevant information about the targeted student(s);
2. The person(s) reporting the incident (if different than the targeted student);
3. The student(s) involved or alleged to be involved in the harassing or bullying conduct;
4. All known witnesses to the alleged incident;
5. Indication of whether the targeted student(s) have been targeted on previous occasions;
6. Indication of whether the accused student(s) are alleged to have bullied or harassed the targeted student(s) or any other student(s) on previous occasions;
7. The date the report was made or the date when the District first learned of the incident;
8. Specific details on the date, time, nature, content, and location of the incident, including all supporting documentation;
9. The date(s) the students involved in or witnessing the incident were interviewed and the name(s) of the employee(s) conducting the interview(s);
10. A summary of the investigating official's findings, including whether the harassment, intimidation, or bullying was based on a protected class, and the basis for those findings;
11. The District's determination that the incident was founded or unfounded; and
12. A summary of the District's response to the incident, including any interim safety measures implemented pending resolution of the report.

APPENDIX B

ITEMS IN ANNUAL EFFECTIVENESS ASSESSMENT REPORT

1. A review of school climate survey data and findings and the actions taken by the District in response to those findings;
2. A review of all reports of harassment, intimidation, and bullying and District- and school-level responses;
3. A determination of whether reported incidents of harassment have increased or decreased in number and severity, overall and by protected class;
4. An assessment of the frequency and extent to which incidents of harassment have been investigated and addressed in accordance with District policy;
5. A description of areas in need of corrective action and/or additional resources;
6. Recommendations for improving the District's anti-harassment policies and practices, and timelines for the implementation of such recommendations;
7. A summary of the results of the prior school year's home language survey; and
8. Recommendations for improving the District's policies and practices for properly communicating with LEP parents/guardians, and timelines for the implementation of such recommendations.

APPENDIX C

ITEMS TO BE INCLUDED IN ANNUAL REPORT

1. Copies of all incident reports, discipline referrals, and complaints at Decatur High, Thomas Jefferson High, Valhalla Elementary, Lake Dolloff Elementary, and TAF @ Saghalie schools that relate to bullying or harassment, and all documentation related to such incidents (*e.g.*, interview notes, correspondence with parents/guardians, statements of findings and remedial action, records relating to prior incidents of harassment involving the same student(s));
2. As described in paragraph III.A., a tracking log that lists all incidents of harassment, intimidation, and bullying, including all of the information set forth in Appendix A;
3. As described in paragraph V.D, a summary of the District's findings of its reviews of Decatur High, Thomas Jefferson High, Valhalla Elementary, Lake Dolloff Elementary, and TAF @ Saghalie schools' quarterly written reports to the Executive Director of Human Resources and Community Relations, including a description of all follow-up actions taken by the District to address any problems or concerns identified during the review process;
4. The District's annual Effectiveness Assessment Report per paragraph VII.C and Appendix B;
5. A summary of each training session conducted pursuant to Section VI, including the date and duration of each training session, the agenda and any materials distributed or used during the training, the name and position of each attendee, and the name and position of each individual required to attend the training but who did not (include the date on which each such individual completed or is expected to complete the training);
6. Certification by the Executive Director of Human Resources and Community Relations that, in accordance with paragraph V.D, he or she has reviewed all school-level investigations and resolutions of student conduct that may constitute harassment, intimidation, or bullying discrimination to ensure compliance with District policy, this Agreement, and Federal law;
7. A list of District employees, contractors, and others who provide translation and interpreter services;
8. A list of translated District-level and school-specific documents by title of the document and the languages in which it was translated, and, annually thereafter, an updated list of such documents; and
9. Updates or revisions to any documents, policies, or other information previously provided in connection with this Agreement.