

## MEMORANDUM OF AGREEMENT

The Metropolitan School District of Decatur Township (the “District”) and the United States Department of Justice, Civil Rights Division, Educational Opportunities Section (the “United States”) (collectively, the “Parties”) voluntarily enter into this Memorandum of Agreement (“Agreement”) to improve the District’s ability to prevent and appropriately respond to peer-on-peer harassment based on race, color, national origin, religion, sex, and other characteristics protected by federal civil rights laws, including Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (“Title IV”), which prohibits discrimination against students by public schools. This Agreement is intended to ensure that the District’s policies, procedures, and practices related to harassment are comprehensive, conform to federal law, and are consistent with the District’s broader policies and practices related to bullying, hazing, and discipline.<sup>1</sup> Specifically, the Parties intend that the District’s implementation of this Agreement will strengthen the District’s ability to address bullying that also constitutes harassment, and to provide consistent procedures for reporting, investigating, and responding to such conduct. In furtherance of these goals, the District will revise its policies and procedures related to discrimination, harassment, bullying, hazing, and student discipline. The District will also pilot training, professional development, and school climate assessments for both students and staff at Decatur Central High School (“DCHS”) and the Decatur Elementary Learning Center Gold Academy (“Gold Academy”).

### Terms of the Agreement

#### **I. THIRD-PARTY SERVICE PROVIDERS**

##### **A. Great Lakes Equity Center**

Pursuant to the District’s separately executed Memorandum of Understanding (“MOU”) with the Great Lakes Equity Center, the Region V Equity Assistance Center at Indiana University-Purdue University Indianapolis (the “Equity Center”), attached as Exhibit A, the District will use the services of the Equity Center to implement various provisions of this Agreement. If the MOU terminates during the term of this Agreement for any reason, the District may retain another third-party consultant pursuant to ¶ I.B.

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<sup>1</sup> For purposes of this Agreement, the term “harassment” is defined as unwelcome conduct directed to a person or group of persons based on the actual or perceived race, color, national origin, sex (including gender), religion, or disability of a person, the person’s family, or individuals with whom the person associates. *See* U.S. Dep’t of Educ., Office for Civil Rights, Dear Colleague Letter on Bullying and Harassment, Oct. 26, 2010, <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201010.pdf>. Harassment can include verbal acts and name-calling; graphic and written statements, which may include use of cell phones or the Internet; and other conduct that may be physically threatening, harmful, or humiliating. *Id.* Harassment need not include intent to harm, be directed at a specific target, or involve repeated incidents. *Id.* Harassment may include conduct that is also considered “bullying” under state and local policy.

## **B. Other Consultants or Service Providers**

During the term of this Agreement, the District may retain one or more additional or alternative third-party consultants or service providers, mutually agreed upon by the Parties, to assist in the implementation of this Agreement. The District will promptly notify the United States of its intent to retain additional or alternative consultants.

## **II. DISTRICT-WIDE OBLIGATIONS**

### **A. Revisions to Policies, Regulations, Procedures, and Materials**

1. Upon execution of this Agreement, the District will commence a review of all District-wide and school-level policies, regulations, procedures (“policies”), related to discrimination, harassment, bullying, hazing, 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 each other and accurately reflect the District’s obligations under Federal law to prevent, investigate, and address harassment of students based on race, color, national origin, religion, sex, and disability, and to eliminate any hostile environment arising from or related to such harassment. The policies will be consistent with the District’s obligations to comply with federal civil rights laws, as described in the U.S. Department of Education’s October 26, 2010 Dear Colleague Letter on Bullying and Harassment (attached as Exhibit B). The documents to be reviewed and potentially revised, include, but are not necessarily limited to, those listed in Appendix A.
2. By June 30, 2013, the District will submit proposed revisions to its policies and materials to the United States.
3. By July 31, 2013, the United States will provide comments to the District on its proposed revisions.
4. By August 31, 2013, the District will submit its final proposed revisions to the United States, incorporating the United States’ comments.
5. By September 30, 2013, the United States will notify the District of its approval or additional comments of the final proposed revisions. If the Parties do not agree to any proposed revisions as of September 30, 2013, they will work in good faith to resolve any disagreements within 30 days.
6. Upon receipt of the United States’ approval of the final proposed revisions, the District will promptly seek Board approval of the revised policies.
7. Upon Board approval of the revised policies, the District will disseminate and publicize the revised policies, regulations, procedures, and complaint processes to students, parents/guardians, and personnel through handbooks

and notices and on the District website, including on all individual school websites within the District's website under a link entitled "Bullying and Harassment." The information on the District's website will include the items specified in Appendix B.

8. The District will provide parents/guardians and students who have limited English proficiency with all notices, documents and information it provides to other parents/guardians and students in accordance with or related to this Agreement, in a language that they can understand. The District will translate all written materials distributed or communicated to parents/guardians or students in accordance with this Agreement into Spanish.

## **B. Nondiscrimination Coordinators**

1. Within 90 days of execution of this Agreement, the District, through the Superintendent, will appoint a District-wide nondiscrimination officer (the "District Nondiscrimination Coordinator") whose responsibilities will include ensuring the District's compliance with this Agreement and applicable Federal civil rights laws. The District Nondiscrimination Coordinator 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, regulations, procedures, trainings, and related materials regarding nondiscrimination, harassment, and bullying; provide and publicize updated information on a periodic basis to all administrators, faculty, staff, students, and parents/guardians on the District's policies, regulations, procedures, practices, trainings, and related materials, and ensure that all public materials are up-to-date; and monitor District-level and school-level responses to complaints of harassment based on race, color, national origin, sex, religion, and disability (including incidents of bullying, hazing, and similar conduct that is based on those classifications).
2. At each school in the District, the Principal or a designated administrator (the "School Nondiscrimination Coordinator") will serve as the primary point of contact for, and coordinate the school-level investigation and response to, all complaints of bullying, harassment, and discrimination. Each School Nondiscrimination Coordinator will provide quarterly written reports to the District Nondiscrimination Coordinator 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.

## **C. Tracking and Monitoring of Bullying and Harassment Incidents and Complaints**

1. The District will implement a system and procedures through which all harassment and bullying incidents (including any written or verbal report, discipline referral, or complaint involving possible harassment or bullying) will be tracked electronically, even where no disciplinary infraction has been

recorded in the District's electronic discipline system. The information that will be tracked regarding such incidents is set forth in Appendix C.

2. The District will also track incidents of harassment involving no identified student target(s) (e.g., graffiti, fliers, Internet postings) located or distributed before, during, or after school hours on all school property, including the school bus, at school functions, or at school-sponsored events held at other locations, and any harassing off-campus conduct that has a continuing effect on campus and of which the District knows. This information should be recorded electronically, even where no disciplinary infraction has been recorded in the District's electronic discipline system. The information to be tracked regarding these incidents is set forth in Appendix C.
3. The District will conduct an annual District-level review of school-level investigations and resolutions of student conduct that may constitute harassment to ensure compliance with the District's revised policies, regulations, and procedures related to nondiscrimination and harassment, as well as the District's tracking and monitoring procedures. The District will provide a summary of its annual review findings to the United States in its August 15 annual report. *See* Appendix G.

#### **D. Training and Professional Development**

1. The District will revise all training programs and materials related to nondiscrimination, harassment, and bullying to incorporate the revisions to the District's policies, regulations, and procedures that are made pursuant to this Agreement. *See* Appendix A.
2. During the 2013-2014 school year, the District will develop and provide a mandatory training on the District's nondiscrimination, harassment, and bullying policies and practices for all District-level and school-level personnel who handle bullying and harassment prevention, complaints, and response specifically including: District-level and school-level administrators, counselors, school safety personnel, and the District Nondiscrimination Coordinator and School Nondiscrimination Coordinators. A summary of topics that will be addressed at the 2013-2014 training program are set forth in Appendix D.
3. No later than 60 days prior to the 2013-2014 mandatory training program, all training programs and materials will be submitted to the United States for review and additional input.
4. The District will also provide training to all District- and school-level personnel who become involved in bullying and harassment prevention and response after the initial 2013-2014 training program.

### **III. SCHOOL-LEVEL OBLIGATIONS**

#### **A. Training and Professional Development**

1. At both DCHS and Gold Academy, the District will develop and provide by December 31 of each school year during the term of this Agreement, an annual mandatory training on harassment to all administrators, faculty, certified staff, and other staff who regularly interact with students at any grade level. The training will include the topics in Appendix D and will be tailored to the responsibilities of each group of employees.
2. At DCHS, the District will provide at least one training to all students on at least an annual basis during the term of this Agreement addressing the topics set forth in Appendix E.
3. At the Gold Academy, the District will provide age-appropriate instruction to all students on harassment, including: the types of bullying that constitute harassment; the diversity of the student body with respect to race, color, national origin, sex, religion, and disability; and the processes for notifying school employees of incidents of harassment and bullying.

#### **B. School Climate Assessments**

1. At DCHS and Gold Academy, the District will develop and administer an annual school climate survey to assess the presence and effects of harassment and bullying, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken pursuant to this Agreement. The survey will be administered in Spanish to Limited English Proficient (LEP) students who are native Spanish speakers, translated into other languages to the extent possible for other LEP students, and may be completed anonymously. The first surveys will be administered during the 2013-2014 school year on or after October 1. The surveys will be administered annually each school year thereafter throughout the term of this Agreement. The District will submit draft surveys to the United States for review and additional input at least 45 days prior to their administration. The District Nondiscrimination Officer or a designee will analyze the results of the surveys and incorporate this analysis in the District's annual climate assessment report described below.
2. At the conclusion of each school year (beginning with the 2013-2014 school year), the District will conduct an assessment of the effectiveness of its anti-harassment efforts. The assessment will be conducted by the District Nondiscrimination Coordinator and School Nondiscrimination Coordinators. A final written report summarizing the assessment and recommendations will be included in the District's annual August 15 report to the United States. *See* Appendix G. The summary report will be posted on the District's website and

made available to Limited English Proficient parents/guardians in Spanish. The assessment will include the items in Appendix F.

#### **IV. MONITORING AND REPORTING**

- A. During the term of this Agreement, the District will submit an annual report to the United States by February 15 that contains the information contained in Appendix G, with the first report due on February 15, 2014.<sup>2</sup>
- B. The United States will promptly notify the District, in writing, of any 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 any such issues or concerns. The United States reserves the right to file an action to enforce this Agreement in the event the Parties cannot resolve disagreements.
- 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 Equity Center, and request any additional information or data necessary to assist the District in ensuring it is in compliance with Federal law.

#### **V. TERM AND TERMINATION**

- A. Within thirty (30) days of its receipt of the District's February 15, 2016 report, the United States will notify the District, in writing, either that the District has complied with the Agreement or that the District has specific outstanding obligations necessary to comply fully with the terms of this Agreement.
- B. This Agreement will remain in effect until thirty (30) days after the United States receives the District's February 15, 2016 compliance report or until the United States notifies the District in writing that it has complied fully with the terms of this Agreement, whichever is later.
- C. As of the date of entry of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any party of any other obligations imposed by this Agreement.

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<sup>2</sup> The District will provide all reports, documents, and information required to be produced to the United States pursuant to this Agreement in electronic form, usable by the United States, or in written form if the data in electronic form would not be usable, in accordance with the timelines set herein.

*FOR THE METROPOLITAN SCHOOL  
DISTRICT OF DECATUR TOWNSHIP:*

DEBBIE SULLIVAN  
Superintendent

/s Michelle Cooper

MICHELLE COOPER  
Bose McKinney & Evans LLP  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204  
Telephone: (317) 684-5223  
Fax: (317) 223-0223

Date: April 24, 2013

*FOR THE UNITED STATES OF AMERICA:*

THOMAS E. PEREZ  
Assistant Attorney General

/s Joseph J. Wardenski

ANURIMA BHARGAVA  
Chief  
SHAHEENA A. SIMONS  
Deputy Chief  
JOSEPH J. WARDENSKI  
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U.S. Department of Justice  
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Educational Opportunities Section  
950 Pennsylvania Avenue, NW, PHB 4300  
Washington, DC 20530  
Telephone: (202) 514-4092  
Fax: (202) 514-8337

Date: April 24, 2013

## **APPENDIX A**

### **POLICIES AND PROCEDURES TO BE REVIEWED AND REVISED**

Board Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity;

Board Policy 5136 – Wireless Communication Devices;

Board Policy 5516 – Hazing;

Board Policy 5517 – Anti-Harassment;

Board Policy 5517.01 – Bullying;

Board Policy 8400 – School Safety;

Any other Board policies related to discrimination, harassment, bullying, hazing, and student discipline.

All administrative guidelines and forms related to the above referenced Board policies;

All provisions contained in District-wide and school-level student codes of conduct and discipline policies that relate to discrimination, harassment, bullying, and hazing;

All provisions contained in District-wide and school-level handbooks or similar documents for students, administrators, faculty, staff, and parents/guardians that relate to hazing, anti-harassment and bullying; and

All District-wide and school-level complaint forms (paper and online) and related materials for reporting bullying, harassment, or disciplinary infractions.



## **APPENDIX B**

### **BULLYING AND HARASSMENT INFORMATION TO BE INCLUDED ON DISTRICT AND SCHOOL WEBSITES**

A description of and links to the District's policies on nondiscrimination, harassment, and bullying;

A description of and links to the District-level or school-level codes of conduct and disciplinary policies;

A description of the process for filing a complaint of bullying or harassment;

A link to an online complaint form for bullying and harassment;

The name, position, and contact information for the District Nondiscrimination Coordinator and each school's School Nondiscrimination Coordinator;

A calendar of dates for trainings related to bullying and harassment for administrators, faculty, staff, parents/guardians, and students; and

Copies of the printed curricula and training materials, where available, and/or summaries of and links to information on the program materials, curricula, and third-party service providers (if any) used for these trainings.

## **APPENDIX C**

### **HARASSMENT AND BULLYING COMPLAINTS AND INCIDENTS – INFORMATION TO BE TRACKED**

The name; race, color, national origin, sex, religion, and/or disability; grade; school; and other relevant information of the targeted student(s);

The person reporting the incident (if different than the targeted student(s)), including the person's name, race, sex, grade, school, and other relevant information about the person;

The student(s) involved or alleged to be involved in the harassing or bullying conduct;

All known witnesses to the alleged incident(s);

Specific details on the date(s), time(s), nature, content, and location(s) of the incident(s), including supporting documentation when available;

The date the complaint or other report was made or the date when the District learned of the incident;

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);

Information regarding whether the targeted student(s), group(s), or protected class(es) have been targeted on previous occasions;

Whether the offending student has harassed the targeted student(s), group(s), or protected class(es) on previous occasions.

A brief summary of the investigating official's findings and the basis for those findings;

The District's response to the incident.

## **APPENDIX D**

### **TOPICS FOR 2013-2014 SCHOOL YEAR INITIAL STAFF TRAINING**

The types of conduct constituting harassment, including examples of harassment based on race, color, national origin, sex, religion, and disability;

The impact of harassment on the school climate;

The District's responsibilities under Federal law relating to harassment;

Facilitated discussion on the root causes of harassment and the harms resulting from such conduct;

Specific guidance and discussions of steps to take to foster a nondiscriminatory educational environment for all students;

The use of positive behavioral interventions and supports as part of the District's prevention and response to bullying and harassment, including, where applicable, the integration of existing school-wide positive behavior practices into bullying and harassment prevention and response;

A review of the revised policies and procedures relating to nondiscrimination, harassment, and bullying, including reporting and investigation requirements and procedures;

Identification of the District-level and school-level staff available to answer questions or concerns regarding harassment policies and procedures, including the District Nondiscrimination Coordinator and School Nondiscrimination Coordinators.

## **APPENDIX E**

### **TOPICS FOR STUDENT TRAINING PROGRAMS AT DCHS**

The types of conduct that constitute harassment, including the types of conduct that may also be considered bullying;

The impact of harassment on the educational environment;

Respect for the diversity of the student body, including on the basis of race, color, national origin, religion, sex, and disability;

The name(s) and position(s) of all school employees to whom a student may address questions or concerns related to harassment and bullying;

Policies and procedures for reporting harassment and bullying to school officials, including information on the investigation process; and

Facilitated discussion of the diversity of the student body, including with respect to race, color, national origin, religion, sex, and disability, and on the types of previous incidents of harassment at DCHS.

## **APPENDIX F**

### **ITEMS IN ANNUAL CLIMATE ASSESSMENT REPORT**

A review of school climate survey data and findings and the actions taken by the District in response to those findings;

A review of all reports of harassment and District- and school-level responses;

A determination of whether reported incidents of harassment have increased or decreased in number and severity, overall and by protected class;

An assessment of the frequency and extent to which incidents of harassment are reported as bullying, and the efforts of the District and investigating officials to ensure incidents of harassment are investigated and addressed in accordance with Federal law;

Identification of areas in need of further corrective action, if any; and

Recommendations for improving the District's harassment practices and timelines for the implementation of such recommendations.

## **APPENDIX G**

### **ITEMS TO BE INCLUDED IN ANNUAL REPORT**

A detailed tabulated summary of all harassment and bullying incidents, including the District-level review summary described in paragraph II.C.3;

Copies of all incident reports, discipline referrals, and complaints, related to 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));

A summary of each training session for administrators, faculty, and staff, including the date and duration of each training session(s), the agenda and any materials distributed or used during the training, the name and position of each employee who attended the training, the name and position of each employees required to attend a training, but who did not (also include the date on which each such employee completed or is expected to complete the training).

A summary of the student instruction provided under paragraph III.A.2 & 3 of the Agreement, including the date(s) and duration of the instruction; copies of any materials distributed or used during the instruction; and the number of students, by school and grade, who did not receive such instruction;

Certification by the District Nondiscrimination Coordinator that, in accordance with ¶ II.B.1, he or she has reviewed school-level investigations and resolutions of student conduct that may constitute harassment to ensure compliance with this Agreement and the District's revised harassment and bullying policies;

Updates or revisions to any documents or information previously provided in connection with this Agreement; and

A written narrative containing a summary of the District's end-of-year assessment and related recommendations as described in paragraph III.B.2.

# **Exhibit A**



## **Memorandum of Understanding**

### **Introduction:**

This Memorandum of Understanding is entered into as of February 11, 2013, by and between the *Metropolitan School District (MSD) of Decatur Township*, located at 5275 Kentucky Avenue, Indianapolis, IN 46221 and the Trustees of Indiana University, on behalf of the Region V Equity Assistance Center (R5EAC) known as *Great Lakes Equity Center*, located at 980 Indiana Avenue, Room 2232, Indianapolis, IN 46202. The project discussed in the Memorandum of Understanding, hereinafter referred to as "MOU" will be performed by the *R5EAC*, and the *MSD of Decatur Township*.

### **Project Center Activities and District Outcomes:**

The R5EAC will provide technical assistance (Center Activities) in collaboration with the *MSD of Decatur Township* in order to achieve the following District Outcomes.

**MSD of Decatur School District Outcome 1:** Establish Anti-Bullying/Anti-Harassment Task Force(s) tasked with a) reviewing and revising district-wide and school level policies, regulations, and procedures related to harassment, discipline, and bullying, and related materials (e.g., student handbooks, codes of conduct, faculty/staff handbooks, complaint forms, etc), address the District's obligations under federal law to prevent, investigate, and address harassment of student protected classes; i.e., race, color, national origin, religion, sex, and disability, and b) ensuring that all policies, regulations, procedures, and related materials regarding bullying contain information on the District's policies and procedures for reporting and responding to harassment. Documents to be reviewed as delineated in the Memorandum of Agreement voluntarily entered into between MSD of Decatur School District, Indiana and the U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section,

**Center Activity 1:** R5EAC staff will provide consultation on the use of the Center-developed policy review process, including recommendations for Task Force composition and a policy review tool to guide the District in its review of selected policy documents and materials.





**MSD of Decatur School District Outcome 2:** Implement a system and procedures through which all harassment and bullying incidents (including any written or verbal report, discipline referral, or complaint involving possible harassment or bullying) will be tracked electronically, including instances where

- a) no disciplinary infraction has been recorded in the District's electronic discipline system, and
- b) involving no identified student target(s) are identified (e.g., graffiti, fliers, internet postings), located or distributed before, during, or after school hours on all school property, including the school bus, at school functions, or at school-sponsored events held at other locations, and any harassing off-campus conduct that has a continuing effect on campus and of which the District knows or should have known.

The information to be tracked as delineated in and maintained in the Memorandum of Agreement, voluntarily entered into between MSD of Decatur School District, Indiana and the U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section.

**Center Activity 2:** R5EAC staff will conduct consultation calls and/or visits, as well as provide consultant referrals, if appropriate, to support the District in identification of a tracking software/method that facilitates fulfillment of the District's tracking and monitoring needs.

**District Outcome 3:** Develop and administer school climate survey to assess the presence and effects of harassment and bullying, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken pursuant to the Memorandum of Agreement, voluntarily entered into between MSD of Decatur School District, Indiana and the U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section. Additionally, the District will implement corrective actions in response to survey findings.

**Center Activity 3:** R5EAC staff will provide consultative calls and/or meetings to review the District-developed school climate survey, provide recommendations regarding survey content, and consultation regarding interpretation of survey findings and the development of corrective actions based on survey findings.



**District Outcome 4:** Develop and provide training on harassment to all administrators, faculty, certified staff, and other staff who regularly interact with students at any grade level, containing the content in the Memorandum of Agreement, voluntarily entered into between MSD of Decatur School District, Indiana and the U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section, specifically tailored to the responsibilities of each group of employees.

**District Outcome 5:** Provide one or more trainings to all students on at least an annual basis addressing topics outlined in the Memorandum of Agreement, voluntarily entered into between MSD of Decatur School District, Indiana and the U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section.

**Center Activity 4, 5:** R5EAC staff will provide strategic planning support in identification of professional learning needs, b) contracting and/or designing and delivering professional learning sequences to support professional learning and c) provide consultation regarding content and delivery of student training. R5EAC and MSD Decatur Township may also collaborate on co-inquiry projects.

\*\*\*Consultation calls will occur on monthly basis of no longer than two hours durations as agreed to by R5EAC and MSD Decatur Township.

**THE PARTIES AGREE AS FOLLOWS:**

**Time of performance:**

The R5EAC shall collaborate with *MSD of Decatur Township* to conduct the activities contemplated under the MOU from **March, 2013** through **March, 2014**. This MOU will be renewed annually as agreed by the R5EAC and MSD Decatur Township.

**Scope of work:**

The R5EAC will carry out the work described in the collaboratively developed Scope of Work.



**Cost:**

As a federally funded Equity Assistance Center, the R5EAC provides technical assistance and professional learning opportunities to state and local educational agencies in our six-state region of Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. In this collaborative project, *MSD of Decatur Township* will share costs associated with project activities as outlined below.

**R5EAC:** The center will provide time and expertise in the activities outlined in the Scope of Work (SOW), in collaboration with the District.

**MSD of Decatur Township:** The district will provide resources in the form of cost of travel (i.e., lodging, airfare, local transportation, and meals) for two Center staff members, as well as be responsible for the coordination of all logistics and cost associated with professional learning experiences facilitated by the Center (e.g. participant registration, location, meals, equipment, presentation materials etc.). Additionally, the district is responsible for outside consultants hired by the district in association with this project.

The district will provide Great Lakes Equity Center with the name and contact information for its authorized fiscal affairs representative in order to facilitate travel payments with the Center's Office Coordinator.

Name Anna Cook Title Coor. of Learning Support

Phone 317-856-5265 Email acook@msddecatur.k12.in.us

**Center Key Personnel:**

At all times during the term of this MOU, the R5EAC performance shall be under supervision and direction of the Center's Project Director and Principal Investigator(s). Key personnel also supporting this MOU include the Assistant Director of Technical Assistance and Professional Learning and Assistant Director of Research and Evaluation.



**District Key Personnel:**

At all times during the term of this MOU, the *MSD of Decatur Township* work shall be under supervision and direction of Dr. Debbie Sullivan, Superintendent, and designees Susan Adams (Chief Operating Officer) and Anna Cook (Coordinator of Learning support).

**Scholarly Research:** As part of its work with partnering agencies, the R5EAC engages in collaborative inquiry research projects. Products from these research endeavors may include journal articles, professional papers, and professional presentations. *MSD of Decatur Township* will be informed of all research activities and products produced in association with scholarly research efforts. To protect partnering agencies' identities, identifying information is typically not disclosed in research products and is done so only if informed consent has been obtained from the partnering agency.

**Products:**

Any products and/or tools that are collaboratively designed by the two parties shall reference Great Lakes Equity Center as a contributor, i.e.; "This product was developed in collaboration with Great Lakes Equity Center."

**Liability:**

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

As Superintendent in the *MSD of Decatur Township*, I will oversee the required involvement of the staff indicated in the activities listed. In turn, the *Great Lakes Equity Center* Director and Principal Investigator agree to provide those resources and supports to personnel who participate as required. Because systemic change for equitable and inclusive policy and practice requires full commitment by those in the system, and adequate resources with which to work on an on-going basis, over time, this agreement will be reviewed on a monthly basis. Adjustments may be made, with the agreement of both parties.



*Debbie Sullivan*  
Superintendent/Designee Signature

4-12-13  
Date

*Sara M. Sp... Ph.D.*  
Great Lakes Equity Center Director Signature

4-12-13  
Date

*Yvette King Thomas*  
Great Lakes Equity Center Principal Investigator

4-12-13  
Date

*Jean M. Mercer*  
Authorized Representative of Indiana University  
Jean M. Mercer  
Director of Grant Services

4/22/13  
Date



## EXHIBIT 1: SCOPE OF WORK

Activities/ Deliverables	Timeline	Great Lakes Equity Center Responsibilities	District Responsibilities
MOU and Scope of Work	2/4/13 – 2/22/13	Design, develop, and submit a draft MOU and Scope of Work	Review and provide feedback to draft MOU and Scope of Work
	April, 2013	Submit the Finalized MOU and Scope of Work	Sign agreed upon MOU and Scope of Work
Annual Planning Meeting	April 2013	Facilitate an initial meeting to establish parameters for subsequent technical assistance, consultation, and professional learning experiences. Meetings may occur in person, when necessary, as determined by the Center and District Contacts.	
Policy Review	April, 2013 – March, 2014 (concurrent monthly, ≤2 hours duration)	Provide consultation on the use of the Center-developed policy review process, including recommendations for Task Force composition and a policy review tool to guide the District in its review of selected policy documents and materials.	<ul style="list-style-type: none"> <li>Provide needs assessment regarding policies and related materials coverage of harassment, bullying, and discipline.</li> </ul>
Harassment and Bullying Tracking and Monitoring System	April, 2013 – March, 2014 (concurrent monthly, ≤2 hours duration)	<ul style="list-style-type: none"> <li>Review overview of current capacity, including needs assessment, in harassment and bullying monitoring systems.</li> <li>Consult with designated District personnel in work to identify software/system upgrades.</li> <li>Provide recommendations and/or consultant referrals regarding software/system upgrades.</li> </ul>	<ul style="list-style-type: none"> <li>Provide overview of current capacity, including needs assessment, in harassment and bullying monitoring systems.</li> <li>Designate District personnel with appropriate technical knowledge and expertise to consult with Center in work to identify software/system upgrades.</li> </ul>
School Climate Survey	April, 2013 – March, 2014 (concurrent monthly, ≤2 hours duration)	<ul style="list-style-type: none"> <li>Provide consultation regarding content and findings of School Climate Survey.</li> <li>Provide consultation regarding corrective actions based on findings of School Climate Survey.</li> </ul>	<ul style="list-style-type: none"> <li>Construct and/or adapt School Climate Survey with required components.</li> </ul>
Harassment Training (administrators, faculty, certified staff, staff)	April, 2013 – March, 2014 (concurrent monthly, ≤2 hours duration)	<ul style="list-style-type: none"> <li>Provide strategic planning support in identification of professional learning needs.</li> <li>Design and deliver train-the-trainer customized professional learning on harassment and/or recommend private contracting services in professional learning on harassment.</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate and organize session(s) meeting including recruitment and registration of participating personnel, location, participants' lunch arrangements, required attendance documentation and all other logistical matters.</li> <li>Provide all necessary information regarding personnel learning session(s) to the participating schools.</li> <li>Provide copies of learning session materials to participants.</li> </ul>
Student Training	April, 2013 – March, 2014 (concurrent monthly)	<ul style="list-style-type: none"> <li>Provide consultation regarding content and delivery of student training on harassment and bullying.</li> </ul>	<ul style="list-style-type: none"> <li>Provide needs assessment regarding student training on bullying and harassment.</li> </ul>
Center Partnership Evaluation	March 2014	Administer summative survey to participants in professional learning sessions.	<ul style="list-style-type: none"> <li>Complete Center Evaluation surveys</li> <li>Facilitate the participant completion of Center evaluation activities</li> </ul>

### COMMUNICATIONS



## EXHIBIT 1: SCOPE OF WORK

To simplify and streamline communications, all *Great Lakes Equity Center* deliverables will be sent to the District via email by Dr. Simon. Deliverables will be provided no later than 5:00 pm EST on the agreed upon deadline.

All documents and email communications from the District should be sent to Dr. Marsha Simon, copying Dr. Brendan Maxcy and Jada Phelps; contact information for these individuals follows:

Name	Email Address
Marsha Simon	<a href="mailto:masimonp@iupui.edu">masimonp@iupui.edu</a>
Brendan Maxcy	<a href="mailto:bmaxcy@iupui.edu">bmaxcy@iupui.edu</a>
Jada Phelps (GA Support)	<a href="mailto:phelpsja@indiana.edu">phelpsja@indiana.edu</a>

In the box below, please provide the full name/s and email address/es of the designated District contact/s to whom and from whom all key communications and deliverables will be routed:

Anna Cook  
Coordinator of Learning Support  
[acook@msddecatur.k12.in.us](mailto:acook@msddecatur.k12.in.us)

Susan Adams  
Chief Operating Officer  
[sadams@msddecatur.k12.in.us](mailto:sadams@msddecatur.k12.in.us)