

Resolution Agreement

between

THE UNITED STATES OF AMERICA

and

DEKALB COUNTY SCHOOL DISTRICT

The United States Department of Justice, Civil Rights Division (“DOJ”) received complaints of alleged incidents of religious and national origin harassment¹ of the student Complainant² (“Complainant”) at Peachtree Charter Middle School in the DeKalb County School District (“DeKalb County” or the “District”) in Metropolitan Atlanta, Georgia. Counsel for the Sikh Coalition, who represent the Complainant and his family in this matter, filed the complaints, which alleged incidents of harassment of Complainant, a Sikh student enrolled at Peachtree Charter Middle School. While DOJ’s investigation into the alleged harassment was ongoing, DOJ and the District were notified of additional incidents of harassment against Complainant.

The purpose of this voluntary Resolution Agreement (“Agreement”) is to address the immediate safety needs and civil rights of the Complainant, his educational opportunities in the District, and immediate training needs for students and staff. The District voluntarily enters into this Agreement to resolve DOJ’s investigation into allegations specific to the Complainant; this Agreement does not constitute an admission of liability by the District. DOJ’s investigation of the school climate at Peachtree Charter Middle School and the District’s policies, procedures, and practices for responding to complaints of harassment more broadly is ongoing. Nothing in this Agreement prohibits DOJ from seeking further relief in response to the findings of that investigation.³

¹ The allegations of bias-based bullying in the complaint describe derogatory conduct based on national origin and religion. Because this type of bullying may constitute harassment under federal civil rights laws, for purposes of this Settlement Agreement, the terms bullying and harassment are used to cover all alleged misconduct directed at the Complainant on the basis of his religion or national origin.

² The identity of the Complainant is not referenced in this Agreement to protect the privacy of the student.

³ In the course of resolving DOJ’s concerns regarding broader policies and procedures related to harassment, the District and DOJ shall consider the provisions of this Agreement and address any overlap or duplication in any subsequent agreement.

I. JURISDICTION

DOJ enforces Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c–2000c-9 (“Title IV”), which prohibits discrimination, including harassment, based on race, color, sex, religion, and national origin by public elementary and secondary schools and public institutions of higher learning. DOJ investigates and seeks to resolve this matter pursuant to its jurisdiction under Title IV.

II. DEFINITIONS

A. “Harassment” includes the use of derogatory language (including racial and religious epithets), intimidation and threats, unwanted physical contact and/or physical violence, and the use of derogatory language and images in graffiti, pictures or drawings, notes, e-mails, electronic postings, and/or phone messages based on a protected classification. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents.

B. “National origin harassment” means harassment based on real or perceived national origin.

C. “Religious harassment” means harassment based on real or perceived religion, religious affiliation, or religious beliefs (or lack thereof), and includes religious practices, customs, garments, and other displays of one’s faith when they are the subject of the harassment.

D. A “hostile environment” exists when harassment is sufficiently severe, pervasive, or persistent to interfere with or limit a student’s ability to participate in or benefit from the services, activities, or opportunities in the educational program.

III. GENERAL REQUIREMENTS

A. The District shall work with DOJ to review and, where appropriate, revise its policies and procedures that address harassment and bullying.⁴

B. The District shall or shall continue to promptly and appropriately respond to all complaints and allegations of religious or national origin harassment, or harassment of which it otherwise becomes aware; fully investigate conduct that may constitute religious or national harassment; institute remedial measures when students are harassed on a repeated basis, or when existing remedial efforts are otherwise ineffective; mitigate the effects of religious and national origin harassment on the target; and remedy any hostile environment when it occurs.

C. Upon parental request, the District shall communicate verbally with the Complainant's parents in Punjabi through a qualified interpreter and shall ensure that all essential information (e.g., information related to the safety of the student, discipline notices, health notices, notices requiring parent signature or permission) provided to native English speaking parents is available to the Complainant's parents in Punjabi.

IV. OVERSIGHT FOR RESPONDING TO COMPLAINTS

A. Regional Superintendent Rachel Zeigler shall serve as the District's Designated Administrator, responsible for overseeing the implementation of this Agreement and ensuring a timely and appropriate response to allegations of bullying and harassment against Complainant. Should Ms. Zeigler be unable to perform these duties, the District shall designate an alternate District administrator to serve as the Designated Administrator in this matter.

⁴ The District's current policies and procedures define "bullying" as conduct that includes harassment based on, among other things, religion and national origin.

B. Following the receipt of a complaint or allegation of bullying or harassment of the Complainant, or bullying or harassment of the Complainant of which the District otherwise becomes aware, the District shall contact the Complainant's parents and counsel to determine whether counsel or family wishes to be present (in person or by phone) when the Complainant is interviewed. Complainant's counsel and parents will be allowed three hours to decide if they wish to participate; however, in cases where the safety of District students or employees is involved, the District shall not be required to unreasonably delay its response or investigation to an incident to meet the notification requirements of this Agreement.

C. In response to a complaint of bullying or harassment, the District shall ask the Complainant to identify all witnesses, including students and staff. The District shall interview the students and staff identified by the Complainant and shall maintain written records of its investigation into all allegations or complaints of harassment of the Complainant.

D. Consistent with the District's obligations under federal civil rights law, if the Complainant continues to experience harassment of which the District knows or reasonably should know, the District shall take steps in addition to those outlined in this Agreement to stop the harassment, prevent its recurrence, and remedy any hostile environment.

V. SAFETY PLAN

A. The Designated Administrator shall act as the Complainant's resource for reporting complaints of harassment or a hostile environment.

B. If the Complainant perceives that he is being bullied, harassed, or otherwise discriminated against, he will report such incidents to his counsel or the Designated Administrator as soon as possible following the incident.

C. The District has agreed to provide specific and immediate training to the Complainant's bus drivers on procedures for responding to bus misconduct, including, specifically, religious and national origin harassment, and reporting such misconduct to school administrators. Bus drivers shall be instructed to: (1) seat the three alleged offending students involved in the October 25, 2012 incident of harassment in the front seats of the bus immediately behind the driver; (2) seat the Complainant at least two rows behind the alleged offending students; (3) report any incidents of bullying, harassment, or other misconduct targeting the Complainant to the Designated Administrator within one school day. If there are further incidents of bullying or harassment targeting the Complainant on the school bus, the bus driver shall seat separately the Complainant and the offending students and the District shall promptly take additional or different steps to address the incidents.

D. The District shall continue to take affirmative steps to ensure that, to the extent practicable, the Complainant and offending student, J.C., will be placed in separate classes. When the limited availability of appropriate classes necessitates having the students in the same class, the District shall seat J.C. in the first row of those classes and seat the Complainant at least two rows behind him. If there are further allegations or incidents of bullying or harassment by J.C. targeting the Complainant, the District shall promptly take additional or different steps to address the incidents.

E. The District has moved offending student, A.J., out of any classes where the Complainant is also enrolled, and will maintain this separation for the remainder of the 2012-2013 school year. If there are further incidents of bullying or harassment by A.J. targeting the Complainant, the District shall take additional or different steps to address the incidents.

F. If a classroom teacher witnesses a student targeting the Complainant based on his religion or national origin, the teacher will move the offending students to the front row of the classroom and report the conduct to the Designated Administrator.

G. The District shall continue to allow the Complainant to carry a cell phone at school that can be used for emergency purposes to call the Complainant's family and/or counsel if the Complainant feels unsafe. If and when the Complainant uses his cell phone for emergency purposes, in addition to contacting his family and/or counsel, he also shall contact the campus supervisor and/or the Designated Administrator. The cell phone shall not be used during class time and shall be turned off at all times unless in use to report an incident of alleged bullying or harassment. If the Complainant uses his cell phone during the school day to make calls other than those provided for in this Agreement, the District may request that this provision be modified.

H. The District shall continue to provide the Complainant with a special hall pass that will allow him to use his cell phone consistent with ¶ V.G., above.

I. Within two business days of entering into this Agreement, the District shall hold a meeting with all school and District staff and administrators who interact with the Complainant on a regular basis (including teachers, bus drivers, security, counselors, cafeteria monitors, administrators) to inform them that (1) the District has received allegations that the Complainant has been harassed based on his religion and national origin on several occasions this school year; (2) the District has disciplined students for harassment of the Complainant; (3) all school personnel who witness or receive reports of conduct that may constitute bullying or harassment of Complainant on any basis, including religion and national origin, are obligated to report such incidents to the Designated Administrator as soon as practicable following the incident; and

(4) the District has adopted the Safety Plan described in this Agreement, which shall be in effect until the end of the school year unless staff is otherwise notified.

J. The District shall continue to make available to the Complainant his current school counselor on at least a weekly basis. The counselor shall report to the Designated Administrator all allegations of bullying or harassment, and complaints or concerns by Complainant regarding his safety at the school.

K. The District shall make available, but shall not require Complainant to utilize, either a counselor or campus security to accompany the Complainant at school. The District shall discuss the availability and purpose of this resource with the Complainant, his parents, and Complainant's counsel. If the Complainant so chooses, he will be allowed to be the last student to depart his classrooms.

L. The District shall make available a "safety transfer" to be instituted at the discretion of the Complainant, his family, and Complainant's counsel. The safety transfer would allow the Complainant to attend another school in the District should the Complainant continue to experience harassment or feel unsafe at school, with transportation provided by the District. The Complainant's choice to accept a safety transfer does not release the District from its obligation to provide training agreed to in this Agreement.

M. The Department of Justice does not object to the District's intention to request a voluntary mediation between the Complainant and students who have been identified as involved in conflict with the Complainant. The District shall obtain parental consent for students to participate in the mediation, and encourage such participation. The mediation shall be led by an adult with appropriate training who is not an employee of Peachtree Charter Middle School. The mediation shall include, but shall not be limited to, a discussion of the alleged harassment of the

Complainant and issues related to national origin and religious diversity. Representatives of the DOJ, counsel for the Complainant, and parents of all students attending will be given the option to observe, but may not participate in, the mediation.

N. By June 1, 2013, the District shall hold a meeting with Peachtree Charter Middle School administrators, administrators from Dunwoody High School (or other high school should the Complainant choose to enroll in a different District high school), the Complainant, the Complainant's family, counsel, and counselor (if requested by the District or the Complainant). The District shall notify DOJ of the date of the meeting and DOJ representatives may choose to attend. At a minimum, the meeting shall address the following topics:

1. Complainant's ongoing experience in the District and any issues related to bullying and harassment. If there are ongoing complaints of bullying or harassment, the participants will address what additional remedial measures should be implemented and the process for implementing those measures.

2. Identification of a Designated Administrator at Dunwoody High School or the high school where Complainant is enrolled, should the Complainant decide to enroll elsewhere in the District.

3. If, after May 3, 2013, the Complainant is the target of bullying or harassment, the District will ensure the development of a written High School Safety Plan, consistent with the accommodations and services outlined in ¶¶ V.A-M. The High School Safety Plan will be available during the Complainant's first year at Dunwoody High School (or other high school should the Complainant choose to enroll in a different District high school). The High School Safety Plan shall require that key District and school personnel meet with the Complainant, the Complainant's family, counsel, and high school counselor in December 2013,

or earlier if the Complainant experiences incidents of harassment prior to December, to assess issues related to bullying and harassment and the safety of the Complainant.

VI. TRAINING

A. Prior to the end of the 2012-2013 school year, the District shall work with a consultant to review, recommend, and implement age- and position-appropriate trainings on religious and national origin harassment, consistent with best practices, for all students and all staff who interact with students (including administrators, counselors, and bus drivers) at Peachtree Charter Middle School. To that end, on or before May 10, 2013, the District shall work with the United States to identify a mutually-agreeable consultant who has experience in leading trainings on religious diversity and cultural awareness. Beginning in the 2013-2014 school year, the District shall provide this training at Peachtree Charter Middle School on an annual basis.

B. The District also shall work with the consultant to develop an age-appropriate anti-harassment training for all students, administrators, teachers, and staff who interact with students at Dunwoody High School in preparation for the 2013-2014 school year. The District shall implement separate student- and employee-specific training at Dunwoody High School within the first month of the 2013-2014 school year, and annually thereafter if there are incidents of religious or national-origin harassment at the school.

C. No school employee shall be allowed to lead or co-lead the anti-harassment training provided for in this Agreement without receiving specific and appropriate training in issues related to religious and national origin diversity and cultural awareness. District employees who have similar or comparable experience may lead the trainings, upon prior approval by DOJ.

D. At minimum, all trainings shall include the following:

1. Instruction on the type of conduct that constitutes religious and national origin harassment and a discussion about the negative impact that bullying and harassment have on students, employees, and the educational environment, including the long-term impact of bullying and harassment on the students who are bullied and harassed and the offending students;

2. Discussion of the importance of, sensitivity to, and respect for the diversity of the student body;

3. A facilitated discussion of the root causes of religious and national origin harassment and the harms resulting from such conduct, including but not limited to issues related to post-9/11 backlash and the perpetuation of negative stereotypes impacting the Sikh, Muslim, Arab-American, and South Asian communities;

4. Identification of designated staff at each school who are available to answer questions or address concerns regarding the harassment policies and procedures or other issues related to bullying and harassment;

5. Clarification that in countering religious and national origin harassment, staff should inform students who bully or harass others that the District accepts and respects the dignity of all students and that harassing comments or actions are inappropriate, harmful, and disruptive, and will not be tolerated at school.

E. The District acknowledges that its existing anti-bullying training does not satisfy the training requirements described above.

F. All such trainings shall be mandatory and the District shall ensure that any student or employee who misses a scheduled training receives the training in a timely manner.

G. Training required by this Agreement may be incorporated into broader anti-harassment training, so long as the training contains the specific elements provided in ¶ VI.D.

H. DOJ reserves the right to attend trainings required by this Agreement, and will coordinate with the District to ensure minimal disruption to the school environment.

VII. REPORTING, MONITORING, AND ENFORCEMENT

A. Within fifteen business days of the signing of this Agreement, the District shall provide to DOJ a certification signed by the Peachtree Charter Middle School principal and District Superintendent that the District has implemented the safety provisions required by ¶¶ V.A-M.

B. Pursuant to ¶¶ IV.B-D, the District shall report to DOJ all alleged incidents of national origin and religious harassment against the Complainant. Within five business days of completing an investigation into an alleged incident, the District shall provide all investigative documents to DOJ by email or certified mail.

C. Upon specific request by DOJ, the District shall provide a letter describing the training required by this Agreement; identifying students and/or staff who were required to attend but were unavailable; and/or providing documents used at the training.

D. Within ten business days of conducting the meetings required by ¶ V.N., the District shall provide to DOJ a report on the meeting that summarizes how the required topics were addressed and any proposals discussed or agreed to by the participants.

E. DOJ reserves the right to request additional or different information related to the subject of this Agreement. The District shall provide all requested information as soon as practicable, but no later than fifteen calendar days from the date of the request.

F. This Agreement shall be in effect until the end of 2014-2015 school year, at which time, if DOJ has no outstanding concerns regarding the District's compliance with this Agreement, the Agreement shall be considered terminated.

SO AGREED,

For the United States,


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Date: 5/7/13

For the DeKalb County School District and Peachtree Charter Middle School,



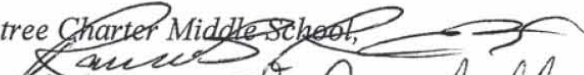
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