# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA

JANE DOE, et al.,	)
Plaintiffs,	)
and	)
UNITED STATES OF AMERICA,	)
PlaintiffInter	venor)
V.	) NO. 11-cv-0199 <b>9</b> NE-SEF
ANOKA -HENNEPIN SCHOOL DISTRICT NO. 11, etal.,	) ) )
Defendant.	)
and	)
E.R., by her next friend and pa Quana Hollie	) arent) NO. 11-cv-0228 <b>:2</b> NE-SER )
	)
PlaintiffInter	venor) )
VS.	)
ANOKA -HENNEPIN SCHOOL DISTRICT NO. 11, et al.,	) )
Defendant	)

# CONSENT DECREE

WHEREAS, student plaintiff Jane Doe and student plaintiffs K.R., D.F., B.G., D.M.-

or advocacy for a person or group (e.g., family members or friends) who are lesbian, gay, ELVH[XDO RU WUDQVJHQGHU 3/\*%7′

- F. The primary purpse of this Consent Decree is to address beassed and sexual orientation based harassment. Accordingly, for purposes of this Consent Decree, WKH XVH RI WKH WHUP -3 blassed Uh 12a Na 3 scille and Carnel Carnel
- G. \$ 3KRVWLOH HQYLURQPHQW'H[LVWV ZKHQ KD| SHUVLVWHQW RU SHUYDVLYH WR LQWHUIHUH ZLWK F

may constitute harassment; ensure it fully investigates reporteducto that may constitute harassment; escalate remedial efforts by instituting additional measures when students are harassed on a repeated basis; and mitigate the effects of harassment that occurs. The District shall also take proactive measures to sadds uses in the school climate that have arisen from or may arise from and/or contribute to a hostile environment.

- B. No later than April 9, 2012, the District shall retain the Great Lakes Equity

  Center, an Equity Assistance Center based at Indiana Listing Purdue University

  Indianapolis, or another qualified thingarty consultant mutually agreed upon by the

  District and the United States, to consult with the District to study and determine what

  additional measures the District needs to take to effective address, prevent, and respond

  to harassment at District schools and comply with the terms of this Consent Decree. The

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  Consent Decree. The District will be responsible any costs associated with the

  retention of the Equity Consultant. The District shall give the Equity Consultant access

  to any and all data, documents, or information the Consultant deems necessary to fulfill

  his or her duties under this Consent Deced
- C. This Consent Decree shall remain in force for five (5) years from the date it is entered by the Court.

<sup>&</sup>lt;sup>1</sup> 7KH (TXLW\ &RQVXOWDQW¶V DFFHVV WR SHUVRQDO accordance with the regulations of the deral Educational Rights and Privacy, A&A C.F.R. §99.31(a)(1).

- b. Written guidance providing exaptes of the types of KDUDVVPHQW SURKLELWHG E\ WKH 'LVWULFW¶V SROLF!
- c. A requirement that District personnel investigate, address, and respond appropriately to every harassment incident, in accordance with the requirements of Title IV and Title IX, three implementing regulations, and OCR Guidance, whether reported (verbally or in writing) by the harassed student, a witness, a parent, or any other individual; observed by any District employee; or brought to the 'LVWULFW¶V DWWHQWLRQ E\ DQ\ RWKHU PHDQV
- d. Adding the contact information, including the physical DGGUHVV SKRQH QXPEHU DQG HPDLO DGGUHVV IRU Equity Coordinators(eeinfra Sections V.B. and V.C. at pp. 16, 2,1
- e. A protocol for (i) when an incident or sess of incidents of harassment of a particular student or group of students rises to a level of severity or persistence requiring District staff to notify the parent(s)/guardian(s) of the harassed student(s), ensuring that the individual notifying parentss/dians of the harassment is sensitive to any personal concerns of the student in discussing the basis/bases of the KDUDVVPHQW ZLWK WKH KDUDVVHG VWXGHQW¶V SDUH series of incidents of harassment by a particular group of students rises to a level of severity or persistence requiring District staff to notify the parent/guardian of the harassing student(s);

\$ UHTXLUHPHQW WKDW WKH 'LVWULFW¶' f. electronically all harassment incider(including any written or verbal report, discipline referral, or complaint involving possible shased or sexual orientationased KDUDVVPHQW 3KDUDVVPHQW LQFLGHQWV′ DQG WKDW related to the student harasstruce person reporting the harassment (if different than the student harassed); the alleged harasser; all known witnesses to the alleged incident(s); specific details on the date(s), time(s), nature, content, and location(s) of the harassment incident(s);the date the complaint or other report was made; the date the alleged harasser D EULHI VXPPDU\ RI WKH LQYHVWL ZDV LQWHUYLHZHG WKRVH ILQGLQJV FRQVLVWHQW ZLWK WKH 'LVWULFV reFRPPHQGDWLRQV RI WKH (TXLW\ &RQVXOWDQW DQG except that for incidents involving no identified student target(s), the District will develop a district

sponsored events held at other locations; and any off campus conduct that has a continuing effect on campus.

- i. At the end of the 2012013 school year, the District and the Equity Consultant shall confer with the United States concerning whether the District should track additional types of incidents in the 20034 school year and beyond.
- ii. The District shall consider additional recommendations of the Equity Consultant, if any.
- iii. The District, the Equity Consultant, and the United States will work together in good faith to resolve any disagreements. If the District and the United States are unable to resolve disagreements in a reasonable period of time, either party may request that the Court mediate the dispute.
- h. A requirement that any supporting written documentation related to any harassment incident be maintained for the duration of this Consent, De including but not limited to: any written report or complaint; interview notes; any written

- a. No later than April 23, 2012, the Equity Consultant shall communicate to the District and to the United States his or her: (1) findings or conclusions regarding areas needing editingification, or improvement in the relevant policies and procedures, and (2) recommendations for revisions to the relevant policies and procedures.
- b. No later than May 15, 2012, the District shall submit to the United States for review and approval its porsed revisions to its relevant policies and SURFHGXUHV LQFRUSRUDWLQJ DOO RI WKH (TXLW\ & R DOWHUQDWLYH UHYLVLRQV DQG H[SODLQLQJ KRZ WKH less burdensome, more feasible, nowere appropriate and still address or remedy the (TXLW\ & RQVXOWDQW¶V ILQGLQJV DQG FRQFOXVLRQV
- c. Under the terms of this Consent Decree, the United States has DXWKRULW\WRUHYLHZ DQG DSSURYH WKH 'LVWULFW Title IV and Title IX, their implementing regulations, OCR Guidance, this Consent Decree, and the underlying reasons for this Consent Decree. Such approval will not be unreasonably withheld, and the United States shall complete such review within thirty (30) calender days of receipt of the proposed revisions. If, however, the District and the United States initially disagree regarding the proposed revisions, the District, the Equity Consultant, and the United States will work together in good faith to resolve any disagreements. If the District and the United States are unable to resolve any

disagreements in a reasonable period of time, either party may request that the Court mediate the dispute.

- d. After the United States approves the proposed revised policies and procedures, the Board will review the proposed revised policies and procedures at its next scheduled meeting.
- i. ,I WKH %RDUG UHFHLYHV WKH 8QLWH revised policies and procedures six (6) or more calendar days before its next each hedul meeting, it shall conduct a vote on whether to adopt the revisions within two (2) public PHHWLQJV ,I WKH %RDUG UHFHLYHV WKH 8QLWHG 6 W procedures within five (5) calendar days of its next scheduled meeting allitconduct a vote on the revisions within three (3) public meetings.

website in a formfillable PDF allowing direct electronic submission of the completed document to school and/or District officials, available in the languages represented in the District, and the District shall publicize the availability of this online form to all its students antheir parents or guardians.

- h. When the District revises any of the relevant policies or procedures during a school year pursuant to Section VAAt1pp. 815 of this Consent Decree, it shall disseminate notice of the revised policies and procedutestudents, parents and guardians, and employees and ensure all students, parents and guardians, and employees are able to access a full copy of the revised policies and procedures (e.g., by DQQRXQFHPHQW RQ WKH 'LVWULFW Prants Zouth Editions Want HPDI employees, distribution of a written notice to students to take home with information on where hard copies of the revised policies are available, posting on school bulletin boards, etc.) not to exceed thirty (30) days after board applrov
- i. The District will work with the Equity Consultant to determine appropriate ways to explain and address questions or concerns regarding the revised policies and procedures from students, parents and guardians, and employees.
- 5. Once the District revises its relevant policies and procedures pursuant to the terms above, the District will not modify those policies and procedures,

## B. <u>Title IX Coordinator</u>

- 1. Under 34 C.F.R. § 106.8(a), the District, as a recipient of federal IXQGLQJ LV UHgTn at the Last World employee to coordinate its efforts to FRPSO\ ZLWK DQG FDUU\ RXW LWV UHVSRQVLELOLW LQYHVWLJDWLRQ RI DQ\ FRPSODLQW FRPPXQLFDWHG Wor actions that would violate Till ,; 7KH 'LVWULFW PXVW DOVR 3QR HPSOR\HHV RI WKH QDPH RIILFH DGGUHVV DQG WICCoordinator.
- 2. The District will hire or appoint a qualified person knowledgeable in all aspects of Title IX law (aspplied to school districts) with experience conducting training on harassment or related civil rights issues and in carrying out the duties and responsibilities enumerated in Sections V. Bh Bra at pp. 1718, to serve as TitleX Coordinator. This individual is vested with responsibility from the District to ensure SURSHULPSOHPHQWDWDARdssWidehHpolicies Wand producting
- a. If the District has already engaged its Equity Consultant, the Equity Consultant shall assist the Distrin hiring or appointing the Title IX Coordinator.
- b. Prior to making an offer of employment or an appointment of a Title IX Coordinator, no later than April 30, 2012, the District shall submit the name and resume or curriculum vitae of the individual like to hire or appoint as the Title IX Coordinator to the United States nder the terms of this Consent Decree, the

United States has authority to review and approve the hiring or appointment of the individual the Distirct selects for Title IX Cordinator for compliance with Title IV and

c. Monitoring all complaints of seleased discrinination and haras

harassment were properly identified as such and respotrobled propriately, in accordance with the requirements of Title IV and Title IX, their implementing regulations, and OCR Guidance. The Title IX Coordinator will follow up with any particular schools or personnel who could improve their identification of soponse to sexbased harassment to address the mistake(s);

- b. For each harassment incident involving possible based harassment, including but not limited to situations that result in assaults, the Title IX Coordinator will evaluate, within ten (16)chool days of receiving the report, referral, or complaint of the harassment incident:
- i.  $7KHLQYHVWLJDWLQJRIILFLDO\PVILO$  those findings in supporting documentation; and
- $\label{eq:ii.} \textbf{ii.} \qquad : \texttt{KHWKHU} \quad \texttt{WKH} \quad \texttt{VFKRRO} \quad \texttt{RU} \quad \texttt{'LVWULF'} \\ \text{with theHVD Policy and Title IX}$
- c. For each instance of sebsased harassment for which the Title ,; & RRUGLQDWRU GHWHUPLQHV WKDW D VFKRRO¶V the policies and procedures established in Hell Policy or Title IX, the Title IX Coordinator will:
- i. 3URPSWO\LGHQWLI\DOODUHDVZKH could be improved pursuant to the DPolicy or Title IX;
- ii. Promptly inform the Designated Person at that school who has been diemated pursuant to Section V. Dat p. 26 below and the employee(s)

who responded to complaint of the manner in which the response could be improved under the HVD Policy or Title IX, and provide guidance and support necessary to ensure that a proper response is provided in the future utility, but not limited to, additional training and professional development;

- iii. Initiate timely steps to remedy the nonmpliance with regard to the particular complaint; and
- iv. Within seven (7) school days of completing the investigation, contact the parents of both the student(s) subject to the harassment and the RIIHQGLQJ VWXGHQW V WR LQIRUP WKHP RI WKH complaint, being sensitive to any personal concerns of the student related to the basis for the harassment, primale the parents a copy of the VD Policy, as well as the timeline for any additional processing and/or resolution of the underlying complaint. That timeline shall not exceed fourteen (14) school days from the date of parental contact without good cause.
- d. 7KH 7LWOH ,; & RRUGLQDWRU VKDOO VX approval written copies of the system developed pursuant to Section V. 28.4pp. 1820

Such approval will not be unreasonably withheld, and the United States shall complete such review withinthirty (30) calendar days of receipt of the proposed system. If, however, the District and the United States initially disagree regarding the proposed system, the District, the Equity Consultant, and the United States will work together in good faith to esolve any disagreements. If the District and the United States are unable to resolve any disagreements in a reasonable period of time, either party may request that the Court mediate the dispute.

#### C. <u>Equity Coordinator</u>

- 1. The District shallhire or appoint a qualified person knowledgeable in all aspects of the MHRA and in sexual orientationsed harassment, as applied to school districts, to serve as the Equity Coordinator. This individual will ensure proper LPSOHPHQWDWLRQRIWINGTHATION WINTERSON PROPERTY DESCRIPTION OF THE PRO
- If the District has already engaged its Equity Consultant, the Equity
   Consultant shall assist the District

- 4. Additionally, the Equity Coordinator conther qualified individual shall supervise, offer resources to, and act as a Districton to GayStraight Alliance groups (GSAs) in the District, and his or her duties in this regard shall include:
  - a. Organizing regular meetings of GSA facilitators;
- b. Providing resources and support to gender nonconforming students, to students of diverse sexual orientations, and to students whose family members have diverse sexual orientations;
- c. Providing resources (consistent with the level of resources provided to other noncurricular student groups under the Equal Access Arctigen 9 (nd )-34 1 72.

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

- 2. The District provides, and shall continue ptroovide, ageappropriate instruction to all of its students on harassment on an annual basis and on paphbalses for students who miss the annually scheduled training. By September 1, 2012, the Equity Consultant shall review and recommend improvementables. WKH FRQWHQW RI WWUDLQLQJ SURJUDP IRU VWXGHQWV 7KH (TXLW) & RC training content shall include, but are not limited to:
- a. The importance of, sensitivity to, and respect for the diversity of the studentbody, specifically addressing harassment, including but not limited to issues related to sex and gender, including nonconformity with gender stereotypes.
  - b. For students in grades162:
- i. Instruction on the types of conduct that constitute harassment, inducing the use of multiple examples of the different types of behaviors that can constitute harassment;
- ii. Instruction on the negative impact that such harassment has on students and on the educational environment;
- iii. Information regarding how students expected to respond to harassment they experience or witness, or of which they otherwise know or become aware, including the reporting avenues available;

- iv. Information regarding how teachers, administrators, and staff are expected to respondharassment they witness or to incidents that are reported to them;
- v. A discussion of potential consequences for students who harass their peers, including a statement that the District and every school in the District will not tolerate harassment and wait dress all such incidents;
- vi. An introduction of the Title IX Coordinator and an explanation of his/her role; and
- vii. An introduction of the Equity Coordinator and an explanation of his/her role.
- c. For students in grades-**5**% instruction designed tpromote an inclusive and safe educational environment for all students, including issues related to the prevention of bullying and violence.
- 3. The District provides, and will continue to provide, training to all of its teachers and administrators on assument on an annual basis, and on a rupklesasis for those employees who miss the annually scheduled training. By July 1, 2012, the Equity Consultant shall review and recommend improvements to the content of the 'LVWULFW¶VVWDIIWUISDIRLOSDIAD &nSSILLE RIUSLAD Royho in the taket with VWXGHQWVUHFHLYH PDQGDWRU\DQQXDO WUDLQLQJ for training content shall include, but are not limited to:

- a. In-depth instruction on the type of conduct that constitut harassment, specifically addressing examples of based and sexual orientatibased harassment, and a discussion about the negative impact that such harassment has on students, employees, and the educational environment;
- b. In-depth discussion on the portance of, sensitivity to, and respect for the diversity of the student body. Such discussions will include the following topics: gender identity, gender expression, level of conformity to gender stereotypes, and sexual orientation;
- c. A facilitated discussion on the root causes of harassment and the harms resulting from such conduct;
- d. Specific guidance and discussions of steps to foster a nondiscriminatory educational environment for all students, specifically students who do not conform to gendertereotypes and/or who are or might be perceived to be lesbian, gay, bisexual, or transgender;
- e. A review of the revised harassment policies and procedures

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  harassment, anto take effective action to end harassment, prevent its recurrence, and as

  appropriate, remedy its effects;
- f. An introduction of the Title IX Coordinator and an explanation of his/her role;

- g. An introduction of the Equity Coordinator and an explanation of his/her role;
- h. 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 harassment fra

- b. Instruction on talking with students who repeatedly harass their peers on the basis of sex and/or sexual orientation, including examples of age appropriate interentions for these students.
- trainer model for some or all of the required trainings in Section V5Dsupraat pp. 22

  28. If the District uses a traithe-trainer model, it shall ense that all individuals leading trainings are sufficiently trained to do so. If, and only if, the Equity Consultant and the District cannot agree on the details and procedures of the training model program, the District shall propose its model to United States. The United States may reject proposed traithe-trainer models that are not consistent with the terms and spirit of this Consent Decree and/or applicable civil rights laws.
- 7. The District shall work with the Equity Consultant to detiere an appropriate format for each annual and maketraining included in Section V.ID6 at pp. 2228. The District and the Equity Consultant shall ensure that the group sizes and potential inclusion of discussions, repleays, and/or time for questionand answers conform to best practices in the field, as determined by the Equity Consultant.
- 8. The District is responsible for assuming any and all costs associated with the required trainings referenced in Section V-Dat pp. 2228.
- 9. Under the terms of this Consent Decree, the United States has DXWKRULW\ WR UHYLHZ DQG DSSURYH WKH 'LVWULFW employee trainings incorporating all of the requirements entitle of the requirements of the states of the states has

for compliance with Title IV and ite IX, their implementing regulations, OCR Guidance, this Consent Decree, and the underlying reasons for this Consent Decree. The review and approval process shall encompass the following:

a. The District and the Equity Consultant shall work together t submit a written proposal to the United States for its student trainings incorporating all of the requirements in Section V.D1-7 at pp. 2228 and including any additional recommendations by the Equity Consultant, to the extent permitted by law, bynSepte 30, 2012. The District and the Equity Consultant shall work together to submit a written proposal to the United States for its employee trainings incorporating all of the requirements in Section V.D1-7 at pp. 2228

and the United States will work together in good faith to resolve any disagreements. If the District and the United States are unable to resolve any disagreements in a reasonable periodof time, either party may request that the Court mediate the dispute.

## E. <u>Mental Health Needs of Students</u>

- 1. The District agrees that a counselor or other professional qualified to assist students with mental health concerns will always be available **duhiog**l hours to assist students who have mental health concerns.
- 2. By September 4, 2012, the District agrees to hire or appoint a qualified individual who holds a Masters degree or a PhD in a mental health field, a current licensure, and has previous expence as a clinician, to act as a consultant  ${}^30HQWDO + HDOWK &RQVXOWDQW' 7KH 0HQWDO + HE current practices in the District with regard to assisting middle and high school students who aretargets ofharassment, inording students who may be at risk for mental health problems that include, but are not limited to depression, anxiety, cutting and other self injurious behaviors, and/or suicidal ideation or suicide attempts.$
- 3. By December 31, 2012, the Mental Health Contrast will prepare a UHSRUW WKH <sup>3</sup>0HQWDO + HDOWK 5HSRUW UHFRPPHC effectively address, assist, and respond to middle and high school students who are targets ofharassment, including students who may be at risk fortatheralth problems that include, but are not limited to depression, anxiety, cutting and othernjacibus behaviors, and/or suicidal ideation or suicide attempts.

- g. \$ UHYLHZ RI WKH 'LVWULFW¶V WUDLQL school administrators, counselors, psychologists, and any other Districal rhealth professionals related to any of the recommendations contained in the Mental Health Report, and recommendations for improvements, if necessary.
- 5. The District, after hiring or appointing its Mental Health Consultant, shall provide the Mental Hetal Consultant with all information he or she believes is

WKH 'LVWULFW¶V SODQ ,I KRZHYHU WKH 'LVWULFW regarding the proposed plan, the District and the United States will work together in good faith to resolve any disagreements. If the District and the United States are unable to resolve any disagreements in a reasonable period of time, either party may request that the Court mediate the dispute.

# F. Anti-Bullying Survey

- 1. The District will continue to administer an ArBhiullying Survey

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  each school where harassment is occurring.
- 2. In consultation with the Equity Consultant, the District shall review the Survey to ascertain its effectiveness in assessing the presence and impact of harassment at each middle and high school in the District. By October 16, 2012, the Equity Consultant & DOO PDNH UHFRPPHQGDWLRQV WR HQKDQF
- 3. In making his or her recommendations regarding the Survey, the Equity Consultant shall consider (i) the number and adequacy of the questions related to harassment; and (ii) the appropriature participants.
- 4. 7KH 'LVWULFW VKDOO LPSOHPHQW WK recommendations in revising the content and participants of the Survey, unless the District disagrees with the recommendations. If the District disagrees with the Equity ConsuOWDQW¶V UHFRPPHQGDWLRQV UHJDUGLQJ WKH 6X

United States an alternative proposal regarding the Survey, detailing the Equity &RQVXOWDQW¶V UHFRPPHQGDWLRQV DQG H[SODLQLQQQUINT UND CONSTRUCTION OF THE STATE OF THE SOURCE OF THE UNITED STATE OF THE SOURCE OF THE UNITED STATE OF THE SURVEY OF THE SURVE

- 6. With assistance from the Equity Consultant, the District will analyze the results of the Survey in writing. The analysis will include alimnate issues identified through the Surveys and recommendations to address harassment as needed. Within 30 days of when the District receives the survey results, the District will produce a copy of the Survey analysis and recommendations to the Unitted St
- 7. The Equity Consultant will train the District administrators on how to properly interpret the results of its Survey and respond to the findings (end) fy policies or procedures as necessary, according to the terms of this Consent Decree).

	G.	Anti-Bullying/Anti	-Harassment	Task Ford
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1. The District has formed an AnBullying/Anti-Harassment Task

school property where students congregate (e.g., parking lots) and on school buses. The District shall seek and consider student **trip**udentifying hotspots.

- 2. Based on a review of the data and the recommendations of the Equity Consultant, the District will work in good faith with the Equity Consultant to agree on appropriate corrective actions by the District to eliminate hæmatsæmthe identified hotspots. The corrective actions may include, but are not limited to, training students to assist in monitoring hæmators, assigning staff to monitor hæmators, and/or adding additional cameras in certain school locations or orsbæmæde monitoring those cameras. The District will implement the agreed actions and promptly notify the United States of its actions no later than fourteen (14) school days after the last day of each trimester.
- 3. The District shall ensure that any persobersignated to monitor a harassment het VSRW KDV DWWHQGHG WUDLQLQJV RQ WKH 'procedures. The District will ensure that those employees who begin employment after such annual training has occurred will work with the Title Coordinator and Equity & RRUGLQDWRU WR HQVXUH HDFK QHZ HPSOR\HH UHFH policies and procedures.
- 4. The parties acknowledge that the school bus drivers who work in the District are not District employees, but rathære the employees of vendors with whom the District contracts. The District will work with its school bus vendors to ensure that VFKRRO EXV GULYHUV UHFHLYH DQQXDO WUDLQLQJ F

procedures, and to ensure that the beinsdowns have processes in place to provide each QHZ EXV GULYHU ZLWK WUDLQLQJ RQ WKH 'LVWULFW¶V

#### I. Peer Leadership

- 1. The District shall ensure that all of its middle and high schools have a peer leadership program dadssing harassment by the beginning of the second trimester of the 201-2013 school year. The District may tailor its peer leadership programs to the specific needs of each individual middle and high school, so long as every program has aamti-harassment component. The Equity Consultant may assist the District in setting up or improving its peer leadership programs and in tailoring the programs to each school building.
- 2. The District will work with the Equity Consultant to review theede for additional training on responding to or preventing harassment for students in the peer leadership programs.

## J. <u>Student Meetings</u>

1. The Superintendent or an Associate Superintendent of the District VKDOO FRQWLQXH WKH 'LVWULFW¶V SUDFWLFH RI FRQ' middle school and high school, including alternative schools, in the District. Each school administration shall select 120 students to attend the Superintendent meeting, making

See, e.g. 5 R R V H Y H O W 0 L G G O H 6 F K R R O ¶ V S H H U O H D G H leaders are identified in each grade level to establish a stleadeanti-bullying group that leads tearbuilding, anti-bullying activities during advisory periods, stands up against bllying when they see it, assistargeted studentswho are struggling with bullying, and makes videos, posters, and other displays to raise awareness.

every effort to choose students with a diversity of backgrounds, interests, and experiences. Each school shall endeavor to choose at least two students who are members of the V F K R R O  $\P$  V  $^*$  6 \$

- 2. The meetings shall last at least one class period, and students must be specifically asked about and provided with the opportunity to discuss any concerns they have about incidents of harassment.
- 3. During each meeting, the District well-mphasize its commitment to having a school environment free from all harassment and inform attendees about the Task Force (

privately, they may do so immediately after the group meeting or at any other time by email.

- 7. The Superintendent or an Associate Superintendent shall submit a written summary of all meetings, identifying key issues by school alndeadessary follow-up tasks, if any, to the Equity Consultant, the Title IX Coordinator, the Equity Coordinator and the United States no later than thirty (30) calendar days after all of the middle and high school meetings have taken place in that someonly
  - K. <u>Monitoring and Assessment of Program Effective</u>ness
- 1. By September 4, 2012, the District will develop and begin implementing a monitoring program to assess the effectiveness of itsaæasisment efforts. In developing the monitoring programpet District will consider the recommendations and suggestions made by the Equity Consultant.
- 2. At the conclusion of each school year, the District, in collaboration with the Equity Consultant, the Title IX Coordinator, and the Equity Coordinator, will conGXFW DQ DQQXDO DVVHVVPHQW RI WKhlarastshhlehtFWLYH efforts. Such assessment shall include, but is not limited to:
- a. A review of the AntiBullying/Anti-Harassment Task Force Report(s);
  - b. A review of the antibullying surveysand related analysis;

- c. 7 K H 7 L W O H ,; & R R U G L Q D W R U ¶basedH Y L H Z harassment and District responses thereto in its electronic database, including any and all supporting documentation and/or underlying analyses;
- d. The Equity Coordinal U¶V UHYLHZ RI DOO UHS For orientation based harassment and District responses in its electronic database;
- e. An analysis of all harassment incidents in the District disaggregated by the sex, school, and grade of both the accused harasseasæed har student;
- f. Evaluation and analysis of the data collected, including an assessment of whether the reported incidents of harassment have increased or decreased in number and severity; whether certain students are repeatedly harassed or repeated alleged perpetrators in harassment complaints; and differences between and among individual District schools in the numbers, types, and severity of harassment incidents.
- 3. Based on the annual assessment conducted pursuant to SectionV.K.2. at pp. 4041, the District shall develop recommendations for ways to improve its antiharassment program.
- 4. By July 15 of each year this Consent Decree is in effect, the District shall submit to the United States for review: (1) a report analyzing all of the information collected and reviewed pursuant SectionV.K.2. at pp. 4041; (2) its proposed recommendations for improvements to its Anatiassment program pursuant to Section V.K.3. at p. 41 and (3) timelines for the implementation of the recommendations.

5. If the 8QLWHG 6WDWHV SURYLGHV FRPPHQWV recommendations for improvement actions and timelines for their implementation, it will do so no later than the first Friday in August of each year. The District shall incorporate the United State FRPPHQWV LQWR WKH 'LVWULFW¶V DFWLRQZLWK WKH UHFRPPHQGDWLRQV ,I WKH SDUWLHV GLVEWKH 'LVWULFW¶V SURSRVHG UHFRPPHQGDWLRQV WKH together in good faith to resolve any disagreements. If the District and the United States are unable to resolve any disagreements in a reasonable period of time, either party may request that the Court mediate the dispute.

### L. Reporting

1. The District will provide all reports, documents, and information required to be produced to the United States, inclu**alinig** formation required pursuant to this Consent Decreen 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 forth herein.

Torey Cummings and Tamica Daniel Leticia Soto

U.S. Department of Justice U.S. Department of Education

Civil Rights Division
Office for Civil Rights

Educational Oportunities Section, PHB 4300Citigroup Center

601 D Street NW 500 W. Madison Street Suite 1475

Washington, DC 20004 Chicago, IL 606647204

The District shall provide to DOJ and OCR one copy of all documents and information it is required to the United States in this Consent Decree, directed to the following attorneys:

- a. The District shall produce to the United States all reports, documents, and information required by this Consent Decree, including those that contain private student information. The law enforcement exception to the Family Educational 5 L J K W V D Q G 3 U L Y D F \ \$ F W \ ^3 \) (5 3 \$ ^ D S S O L H V W R W K H 8 to receive documents containing private student informati6ee20 U.S.C. § 1232g (b)(1)(C)(ii); see also United States v. Bertie Cnty. Bd. of Edut9 F. Supp. 2d 669, 671 \$\frac{1}{2}2\$ (E.D.N.C. 2004). The United States shall maintain the confidentiality of any protected private student information it receives from the District.
- b. The District acknowledges that, pursuant to the Minnesota Government Data Practices Act, Minn. Stat. § 13-01 30 \* '3 \$ ′ WKH 6WXG Plaintiffs are entitled, upon request, to copies of all documents that the District is required to provide to the United Statesursuant to this Consent Decree, with any private data redacted as required by statute. The District agrees that it will provide those documents to counsel for the Student Plaintiffs pursuant to their request under Minn. Stat. § 13.03, subd. 3, appended meto as Exhibit F. Such reports will be provided concurrently with WKH 'LVWULFW¶V GHOLYHU\ RI WKRVH UHSRUWV WR W not produce to Student Plaintiffs any documents or information containing private student information subject to FERPAsee 20 U.S.C. § 1232g, and the MGDPA. Instead, the District will provide documents or information containing private student information to the United States only. The United States will then provide Student Plaintiffs with summaires or redacted reports so that Student Plaintiffs do not receive any private student

information. The District agrees to promptly notify Student Plaintiffs and the United States of the submission of any reports to the United States that are in neglection.

- 2. If the District, despite its good faith efforts, is unable to meet any timeline set forth in this Consent Decree, it will immediately notify the United States, of the delay and the reason therefor. The United States may provide a reason therefore of the timeline at issue and will consider any request for extension of time in good faith.
- 3. At the end of each trimester, the District will provide documentation of its compliance with this Consent Decree through written electronic compliances; which will be produced to the United States within fourteen (14) school days of the last day of each trimester of each year this Consent Decree is in force. Each compliance report will cover the immediately preceding trimester, and will include following information and documents:

a.

- g. Certification by the Title IX Coordinator that, and when corrective action was necessary for Title IXmpoliance pursuant to Section V.B.4.c at pp. 1920 of this Consent Decree, he or she, at a minimum, took the following corrective action: reviewed all documentation from the incident; identifitedate where the school or District response did not comply with District policies and procedures; initiated timely steps to remedy violations of District policies and procedures; and contacted the parent(s) of the student(s) subject to the harassmethtparent(s) of the offending VWXGHQWVWRLQIRUPWKHPRIWKH7LWOH,; &RRU applicable policies and procedures, and the timeline for resolving the underlying complaint;
  - h. Certification by the Equity Coordinator that

# M. Enforcement

- The United States ill monitor and review compliance with this Consent Decree.
- 2. As part of its responsibility to monitor and review compliance with this Consent Decree, the United States may observe trainings, interview District staff and students (including ex parte commications with students and employees other than school and District administrators), and request such additional reports or data as are necessary for the United States to monitor the District and to determine whether the District is in compliance withhis Consent DecreeA response to a request the United States or additional reports or data necessary to determine if the District is in compliance with this Consent Decree shall not be unreasonably withheadso, with ten (10) calendar days advancetice, the United States may visit any school in the District to monitor compliance with the terms of this Consent Decree and the District agrees to provide full access to the United States to perform such monitoring.
- 3. In the event that the United States believes that the District has violated any provision of this Consent Decree, the United States will provide written notice (including the relev the wiolated 4(ed)-4(4(ed)ch)-84(4(e)-10(ee, 59.731 72.0e.), )-1-84

- A. In exchange for the full and final release of claims as set for Stection VI.B., the District Misurance carrier shall pay to the Student Plaintiffs of tamount of Two Hundred Seventy Thousand Dollars (\$270,000) within ten (10) business days of WKH HQWU\RIWKH &RXUW¶V DSSURYDO RIWKH 3HWLV Minor Plaintiffs. Such payments shall be consistent Whith n. Stat. § 540.08, where applicable
- B. In consideration of the terms set forth in this Consent Decree, the sufficiency of which is hereby acknowledged, each Student Plaintiff does hereby release and forever discharge the District; the School Board; the membeths School Board, DQG DQ\ DQG DOO RI WKH 'LVWULFW¶V GHSDUWPHQW present Board members, officers, employees, agents, insurers, reinsurers, and self insurers; attorneys and each and every one thereof, from alhsactitatims, causes of action, suits, debts, sums of money, controversies, trespasses, and demands whatsoever in ODZ RU LQ HTXLW\ LQFOXGLQJ FODLPV IRU DWWRUQH been asserted in the Complaints.
- C. The Student Plairffs certify, represent, and warrant that they are authorized to enter into and consent to the terms and conditions of the Consent Decree and to execute and legally bind the parties to it.
- D. The Student Plaintiffs hereby certify, represent, and warhant (a) they are the only and lawful owners of the claims and causes of action arising out of the facts giving rise to the allegations described in the Action, and (b) they have not assigned or

otherwise transferred to any other third party or entity atterest in any claim or cause of action arising out of the facts giving rise to the allegations described in the Action.

- E. Each Student Plaintiff certifies that to the extent he or she has received Medicare or Medicaid benefits arising out of and atting in any manner to the Action he or she has provided notice of the Action and will provide additional notice of this Consent Decree as mandated by applicable law. Each Student Plaintiff further certifies that he or she will honor such subrogational as are ultimately asserted relating to his or her receipt of Medicare and/or Medicaid benefits. Student Plaintiffs acknowledge that any and all past, present and/or future medical expenses and/or benefits, expenses, reimbursements, liens and/or costs any kind arising out of and/or relating in any manner to the Action shall be their sole and continuing responsibility and not that of the District or its insurer. Each Student Plaintiff further certifies that he or she will honor any valid subrogation that are asserted relating to his or her receipt of non governmental medical benefits.
- F. The Student Plaintiffs represent and warrant thather than the complaints filed in this Action they have filed no other complaints, charges or other claims against the District in any court or administrative or regulatory body (including but not limited to the Minnesota Department of Education or the U.S. Department of Education).
- G. The Student Plaintiffs agree that they shall not represent this Consent Decree or any agreements contained herein as an admission of liability or wrongdoing on

the part of the District or any of the individual defendants named in the Action. The Student Plaintiffs further agree that they will not identify individual District endants or other District employees by name in public statements concerning the allegations in the Complaints or resolution of this matter. If the District believes that one or more of the Student Plaintiffs has violated this provision, the Districtyrsaek an order of the Court requiring the violating Student Plaintiff(s) to issue a corrective statement, but only after first providing the Student Plaintiff(s) the opportunity to issue a corrective statement within 10 days of receipt of notice of anyairhed violation of this provision.

- I. Each of the Student Plaintiffs and the District is responsible for the tax implications that may occur to the party or their attorneys in connection with the payment or receipt of funds pursuant to this Consent DecreEhe District has made no representation regarding the taxability of the payments made to Student Plaintiffs pursuant to this Consent Decree. The District will not be liable for any tax consequence to the Student Plaintiffs as a result of the paymentsempadsuant to this Consent Decree.
- J. The Student Plaintiffs, by their signatures to this Consent Decree, acknowledge and agree that they have carefully read and understood all provisions of this Consent Decree and that they have entered into this Consente knowingly and voluntarily. The Student Plaintiffs acknowledge that they have been represented by their own attorneys, and that they are voluntarily entering into this Consent Decree to resolve the causes of action that were or could have been been been complaints, and that this

Consent Decree is agreed to and signed with the intent that it be final, binding, and enforceable. The Student Plaintiffs also acknowledge that they have agreed to settle their claims based on the advice and recommetant of their own attorneys, and that the District has not made any representations or advised them as to the terms of this Consent Decree.

K. The Student Plaintiffs are permanently barred and enjoined from asserting, commencing, prosecuting, or contingiany of the claims that were settled and released in this Consent Decree.

#### VII. MISCELLANEOUS

- A. This Consent Decree shall remain in effect for five (5) years from the date of entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Consent Decree.
- B. In consideration of, and consistent with, alletterms of this Consent Decree, the United States agrees to refrain from undertaking further investigation into, or pursuing further legal proceedings regarding, all matters contained within the Consent Decree, except those rights and remedies identified Consent Decree.
- C. The requirements and procedures in this Consent Decree shall be implemented consistent with the rights and protections afforded under the MGDPA; FERPA; 20 U.S.C. § 1232g; 34 C.F.R. Part 99; Health Insurance Portability and Accountability Act of 1996, Public Law 10491, 45 C.F.R. Parts 160, 162, and 164 3+,3\$\$ DQG RWKHU DSSOLFDEOH ODZ

- N. The undersigned representatives of the parties certify theaty tare authorized to enter into and consent to the terms and conditions of the Consent Decree and to execute and legally bind the parties to it.
- O. All parties to this Consent Decree shall undertake all reasonable and necessary action to facilitate approvathis Consent Decree, including but not limited to jointly petitioning the Court for approval under applicable Minnesota Statutes and governing law for minor settlements and school district settlements.
- P. If any provision of this Consent Decree is detiremend by any court to be unenforceable, the other terms of this Consent Decree shall nonetheless remain in full force and effect, provided however, that if the severance of any such provision materially alters the rights or obligations of the parties, threethold States, Student Plaintiffs, and the District shall engage in goofdaith negotiations in order to adopt such mutually agreeable amendments to this Decree as may be necessary to restore the parties as closely as possible to the initially agreeabon relative rights and obligations.
- Q. The Court orders that nothing in this Consent Decree shall be construed as an acknowledgement, admission, or evidence of liability of the District or any individual defendant. The Court further orders that nothing in thissent Decree may be used as evidence of District liability by Student Plaintiffs or any other private litigants in any other proceeding.
- R. The Court hereby refers to the Magistrate Judge all matters regarding the management and execution of the Consent Decruersuanto 28 U.S.C. §636.

SO ORDERED	
Honorable Joan N. Ericksen United States District Judge	
Dated	

## FOR THE UNITED STATES OF AMERICA:

B. TODD JONES United States Attorney District of Minnesota United States Department of Justice

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ANA H. VOSS, #0483656
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### FOR DEFENDANT ANOKA -HENNEPIN SCHOOL DISTRICT:

Dated: March 5, 2012

s/ Paul Cady

Paul Cady#0189406 General Counsel Anoka-Hennepin School District 11299 Hanson Blvd. N.W. Coon Rapids, MN 55433 Tel: 763-506-1089 paul.cady@anoka.k12.mn.us

Michael McGee and Jason Backes

Dated: March 1, 2012 s/Michael McGee

Michael McGee

Dated: March 1, 2012 s/Jason Backes

Jason Backes

AS TO FORM, COUNSEL FOR STUDENT PLAINTIFFS JANE DOE, K.R., D.F., B.G. and D.M.B.

Dated: March 1, 2012 FAEGRE BAKER DANIELS LLP

s/Michael A. Ponto

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NATIONAL CENTER FOR LESBIAN RIGHTS Christopher Stodbenitted prohac vice)