

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

JANE DOE, et al.,)

Plaintiffs,)

and)

UNITED STATES OF AMERICA,)

PlaintiffIntervenor)

v.)

NO. 11-cv-01999-JNE-SER

ANOKA -HENNEPIN SCHOOL)

DISTRICT NO. 11, et al.,)

Defendant.)

and)

E.R., by her next friend and parent)

Quana Hollie)

NO. 11-cv-02282-JNE-SER

PlaintiffIntervenor)

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,

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F. The primary purpose of this Consent Decree is to address ~~base~~ and sexual orientation ~~based~~ harassment. Accordingly, for purposes of this Consent Decree,

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based harassment, as defined ~~supra~~.

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may constitute harassment; ensure it fully investigates reported conduct 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 address issues 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 University Purdue University Indianapolis, or another qualified third party 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 effectively address, prevent, and respond to harassment at District schools and comply with the terms of this Consent Decree. The District will be responsible for 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 Decree.

C. This Consent Decree shall remain in force for five (5) years from the date it is entered by the Court.

¹ 7KH (TXLW\ & RQVXOWDQW¶V DFFHVV WR SHUVRQDORJ accordance with the regulations of the Federal Educational Rights and Privacy Act, 34 C.F.R. §99.31(a)(1).

b. Written guidance providing examples of the types of
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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, the 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
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d. Adding the contact information, including the physical
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Equity Coordinators (see infra Sections V.B. and V.C. at pp. 16, 21

e. A protocol for (i) when an incident or series 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 parent(s)/guardian(s) of the harassment is
sensitive to any personal concerns of the student in discussing the basis/bases of the
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series of incidents of harassment by a particular student or group of students rises to a
level of severity or persistence requiring District staff to notify the parent/guardian of the
harassing student(s);

f. § UHTXLUHPHQW WKDW WKH 'LVWULFW

electronically all harassment incidents (including any written or verbal report, discipline referral, or complaint involving possible ~~sex~~ based or sexual orientation based

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related to the student harassment, the 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

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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 2012-2013 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 2013-2014 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 any 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 Decree, 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 editing, clarification, 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 proposed revisions to its relevant policies and procedures. The proposed revisions shall be less burdensome, more feasible, more appropriate and still address or remedy the issues identified in the Consent Decree. The proposed revisions shall be (1) consistent with the purposes of 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) calendar 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

c. Under the terms of this Consent Decree, the United States has agreed to review and approve the proposed revisions to its relevant policies and procedures. The proposed revisions shall be less burdensome, more feasible, more appropriate and still address or remedy the issues identified in the Consent Decree. The proposed revisions shall be (1) consistent with the purposes of 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) calendar 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. If the Board receives the proposed revised policies and procedures six (6) or more calendar days before its next scheduled meeting, it shall conduct a vote on whether to adopt the revisions within two (2) public meetings. If the Board receives the proposed revised policies and procedures within five (5) calendar days of its next scheduled meeting, it shall conduct 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 and their parents or guardians.

h. When the District revises any of the relevant policies or procedures during a school year pursuant to Section 4A.11pp. 815 of this Consent Decree, it shall disseminate notice of the revised policies and procedures to students, 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 D Q Q R X Q F H P H Q W R Q W K H ' L V W U L F W Parents/Guardians and H P D I 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 approval

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. Title IX Coordinator

1. Under 34 C.F.R. § 106.8(a), the District, as a recipient of federal Title IX funds, shall employ one or more Title IX Coordinators to coordinate its efforts to prevent, identify, and respond to sexual harassment or actions that would violate Title IX. The District shall ensure that the Title IX Coordinator is knowledgeable in all aspects of Title IX law (as applied 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.B.1 through V.B.4 at pp. 1718, to serve as Title IX Coordinator. This individual is vested with responsibility from the District to ensure that the District complies with Title IX requirements and to coordinate the District's response to any Title IX complaint.

2. The District will hire or appoint a qualified person knowledgeable in all aspects of Title IX law (as applied 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.B.1 through V.B.4 at pp. 1718, to serve as Title IX Coordinator. This individual is vested with responsibility from the District to ensure that the District complies with Title IX requirements and to coordinate the District's response to any Title IX complaint.

a. If the District has already engaged its Equity Consultant, the Equity Consultant shall assist the District in 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 it would like to hire or appoint as the Title IX Coordinator to the United States Department of Justice. Under the terms of this Consent Decree, the

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

c. Monitoring all complaints of sex-based discrimination and

haras

harassment were properly identified as such and responded appropriately, 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 response to sex-based harassment to address the mistake(s);

b. For each harassment incident involving possible sex-based harassment, including but not limited to situations that result in assaults, the Title IX Coordinator will evaluate, within ten (10) school days of receiving the report, referral, or complaint of the harassment incident:

i. 7KH LQYHVWLJDWLQJ RIILFLDO¶V ILQ... those findings in supporting documentation; and

ii. :KHWKHU WKH VFKRRO RU 'LVWULFW... with theHVD Policy and Title IX

c. For each instance of sex-based harassment for which the Title IX Coordinator has determined that the school is not in compliance with the policies and procedures established in HVD Policy or Title IX, the Title IX Coordinator will:

i. 3URPSWO\ LGHQWLI\ DOO DUHDV ZKH... could be improved pursuant to theHVD Policy or Title IX;

ii. Promptly inform the Designated Person at that school who has been designated pursuant to Section V.4 at p.26 below and the employee(s)

who responded to the 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, including, but not limited to, additional training and professional development;

iii. Initiate timely steps to remedy the noncompliance 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 R I I H Q G L Q J V W X G H Q W V W R L Q I R U P W K H P R I W K H 7 L complaint, being sensitive to any personal concerns of the student related to the basis for the harassment, provide the parents a copy of the HVD 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. 7 K H 7 L W O H , ; & R R U G L Q D W R U V K D O O V X I approval written copies of the system developed pursuant to Section V.B.4 pp. 1820

Such approval will not be unreasonably withheld, and the United States shall complete such review within thirty (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 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.

C. Equity Coordinator

1. The District shall hire or appoint a qualified person knowledgeable in all aspects of the MHRA and in sexual orientation based harassment, as applied to school districts, to serve as the Equity Coordinator. This individual will ensure proper L P S O H P H Q W D W L R Q R I W i k i t a t i o n b a s e d h a r a s s m e n t p o l i c y D a d R procedures.

2. If the District has already engaged its Equity Consultant, the Equity Consultant shall assist the District

4. Additionally, the Equity Coordinator or other qualified individual shall supervise, offer resources to, and act as a District liaison to Gay Straight 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 Act) to

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 to provide, age appropriate instruction to all of its students on harassment on an annual basis and on an ad hoc basis for students who miss the annually scheduled training. By September 1, 2012, the Equity Consultant shall review and recommend improvements.

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training content shall include, but are not limited to:

a. The importance of, sensitivity to, and respect for the diversity of the student body, specifically addressing harassment, including but not limited to issues related to sex and gender, including nonconformity with gender stereotypes.

b. For students in grades 1-2:

i. Instruction on the types of conduct that constitute harassment, including 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 are 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 respond to harassment 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 will address 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 to promote 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 harassment on an annual basis, and on a make-up basis 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 District's harassment training. All staff who interact with students shall receive training. The content for training shall include, but are not limited to:

a. In-depth instruction on the type of conduct that constitutes harassment, specifically addressing examples of race and sexual orientation based 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 importance 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 gender stereotypes 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 ZLWK HPSKDV LV RQ WKH 'LVWULFW ¶V DQG LWV HPSO harassment, and to 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 ~~see~~ ^{infra}

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 interventions for these students.

6. The District, with the Equity Consultant, may develop a ~~train~~ trainer model for some or all of the required trainings in Section V.D.1 at pp. 22-28. If the District uses a ~~train~~ trainer model, it shall ensure 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 train~~ trainer model program, the District shall propose its model ~~to~~ the United States. The United States may reject proposed ~~train~~ 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 ~~deter~~ determine an appropriate format for each annual and ~~ma~~ training included in Section V.D.6 at pp. 22-28. The District and the Equity Consultant shall ensure that the group sizes and potential inclusion of discussions, ~~role~~ plays, and/or time for questions and 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.D.7 at pp. 22-28.

9. Under the ~~ter~~ terms of this Consent Decree, the United States has
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employee trainings incorporating all of the requirements ~~S~~ Section V.D1-7 at pp. 22-28

for compliance with Title IV and Title 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 to 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, by September 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 period of time, either party may request that the Court mediate the dispute.

E. Mental Health Needs of Students

1. The District agrees that a counselor or other professional qualified to assist students with mental health concerns will always be available during 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 experience as a clinician, to act as a consultant to review current practices in the District with regard to assisting middle and high school students who are targets of harassment, including 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 Court will prepare a plan that will effectively address, assist, and respond to middle and high school students who are targets of harassment, including 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.

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school administrators, counselors, psychologists, and any other District health 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 Health Consultant with all information he or she believes is

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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 Anti-Bullying Survey
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LQFOXGHV TXHVWLRQV RUWHYD Section Hat pp 337RWH
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 KDOO 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 appropriate survey 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[SODLQLQJ Under the terms of this Consent Decree, the United States has authority to review and DSSURYH WKH 'LVWULFW ¶ V DOWHUQDWLYH 6XUYH\ SUR 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) calendar GD\ V RI UHFHLSW RI WKH 'LVWULFW ¶ V SODQ ,I WKH ' resolve any disagreements in a reasonable period of time, either party may request that the Court mediate the dispute.

6. With assistance from the Equity Consultant, the District will analyze the results of the Survey in writing. The analysis will include ~~all~~ ^{any} 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 ~~United States~~ ^{United States}.

7. The Equity Consultant will train the District administrators on how to properly interpret the results of its Survey and respond to the findings, ~~and~~ ^{and} modify policies or procedures as necessary, according to the terms of this Consent Decree).

G. Anti-Bullying/Anti-Harassment Task Force

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

school property where students congregate (e.g., parking lots) and on school buses. The District shall seek and consider student identifying 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 harassment in the identified hotspots. The corrective actions may include, but are not limited to, training students to assist in monitoring hotspots, assigning staff to monitor hotspots, and/or adding additional cameras in certain school locations or on school buses and 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 personnel designated to monitor a harassment hotspots 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 rather are 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 R

procedures, and to ensure that the ~~boards~~ have processes in place to provide each

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I. Peer Leadership

1. The District shall ensure that all of its middle and high schools have a peer leadership program ~~addressing~~ addressing harassment by the beginning of the second trimester of the 201~~2~~³2013 school year³. 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 an anti-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 the ~~ede~~ ~~ede~~ for additional training on responding to or preventing harassment for students in the peer leadership programs.

J. Student Meetings

1. The Superintendent or an Associate Superintendent of the District
V K D O O F R Q W L Q X H W K H ' L V W U L F W ¶ V S U D F W L F H R I F R Q V
middle school and high school, including alternative schools, in the District. Each school administration shall select 1~~2~~²⁰ students to attend the Superintendent meeting, making

³ 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 ~~student~~ anti-bullying group that leads team building, anti-bullying activities during advisory periods, stands up against bullying when they see it, assist targeted students who 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 ¶ 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 will emphasize 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 and necessary 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 school year.

K. Monitoring and Assessment of Program Effectiveness

1. By September 4, 2012, the District will develop and begin implementing a monitoring program to assess the effectiveness of its anti-harassment efforts. In developing the monitoring program, the 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 conduct an assessment of its anti-harassment 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 anti-bullying surveys and related analysis;

c. The Equity Coordinator shall maintain a database of all harassment and District responses thereto in its electronic database, including any and all supporting documentation and/or underlying analyses;

d. The Equity Coordinator shall maintain a database of all 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 harasser and harassed 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 Section V.K.2. at pp. 40-41, the District shall develop recommendations for ways to improve its anti-harassment 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 to Section V.K.2. at pp. 40-41; (2) its proposed recommendations for improvements to its anti-harassment 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 States ¶ FRPPHQWV LQWR WKH 'LVWULFW ¶V DFWLRQ ZLWK WKH UHFRPPHQGDWLRQV ,I WKH SDUWLHV GLVD WKH '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, including information required pursuant to this Consent Decree 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 forth herein⁴.

⁴ The District shall provide to DOJ and OCR one copy of all documents and information it is required to produce to the United States in this Consent Decree, directed to the following attorneys:

Torey Cummings and Tamica Daniel
 U.S. Department of Justice
 Civil Rights Division
 Educational Opportunities Section, PHB 4300
 601 D Street NW
 Washington, DC 20004

Leticia Soto
 U.S. Department of Education
 Office for Civil Rights
 Citigroup Center
 500 W. Madison Street Suite 1475
 Chicago, IL 60664-7204

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 Information Act, 20 U.S.C. § 1232g (b)(1)(C)(ii); see also *United States v. Bertie Cnty. Bd. of Educ.*, 619 F. Supp. 2d 669, 671-72 (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, Plaintiff(s) are entitled, upon request, to copies of all documents that the District is required to provide to the United States pursuant 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 hereto as Exhibit F. Such reports will be provided concurrently with the District's production of documents to the United States. The District will not produce to Student Plaintiffs any documents or information containing private student information subject to FERPA, 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 summaries 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 ~~electronic~~ ~~electronic~~

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 ~~reasonable~~ ~~reasonable~~ extension 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 ~~compliance~~ ~~compliance~~ reports, 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 ~~the following~~ ~~the following~~ information and documents:

a.

g. Certification by the Title IX Coordinator that, and when corrective action was necessary for Title IX compliance 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; identified areas 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 harassment and parent(s) of the offending student(s) to discuss applicable policies and procedures, and the timeline for resolving the underlying complaint;

h. Certification by the Equity Coordinator that

M. Enforcement

1. The United States ~~is~~ 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 ~~communications~~ communications 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 with ~~this~~ Consent Decree. A response to a request ~~by~~ the United States for additional reports or data necessary to determine if the District is in compliance with this Consent Decree shall not be unreasonably withheld. Also, with ten (10) calendar days advance ~~notice~~ notice, 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 ~~is~~ believes that the District has violated any provision of this Consent Decree, the United States will provide written notice (including the relev ~~the~~ violated 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 forth in Section VI.B., the District's insurance carrier shall pay to the Student Plaintiffs the amount of Two Hundred Seventy Thousand Dollars (\$270,000) within ten (10) business days of WKH HQWU\ RI WKH &RXUW\ V DSSURYDO RI WKH 3HWLW Minor Plaintiffs. Such payments shall be consistent with Minn. 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 members of the 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 all actions, 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 Plaintiffs 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 warrant (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 ~~at~~ interest 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 ~~relating~~ relating 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 subrogation ~~claims~~ claims 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~~ costs of 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 ~~claims~~ claims that are asserted relating to his or her receipt of non governmental medical benefits.

F. The Student Plaintiffs represent and warrant ~~that~~ that other than the complaints filed in this Action ~~they~~ 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 defendants 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 District may seek 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 any such 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 Decree. The 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 payments made pursuant 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 Consent Decree 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 brought in the 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 recommendation 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 continuing any 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, all the terms 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 in the 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 104-91, 45 C.F.R. Parts 160, 162, and 164

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N. The undersigned representatives of the parties certify ~~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.

O. All parties to this Consent Decree shall undertake all reasonable and necessary action to facilitate approval of this 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 ~~determined~~ 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, ~~the United States~~, Student Plaintiffs, and the District shall engage in good faith 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 agreed upon 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 this ~~Consent~~ 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 ~~Decree~~ pursuant to 28 U.S.C. §36.

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

GREGORY G. BROOKER, #166066
ANA H. VOSS, #0483656
Assistant United States Attorneys
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FOR DEFENDANT ANOKA -HENNEPIN SCHOOL DISTRICT:

Dated: March 5, 2012

s/ Paul Cady _____
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General Counsel
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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

Michael A. Ponto, #203944

Martin S. Chester, #031514X

Christopher H. Dolan, #0386484

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