



U.S. Department of Justice

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September 26, 2016

BY ELECTRONIC & FIRST CLASS MAIL

Superintendent Tommy Chang
Boston Public Schools
Bruce C. Bolling Building
2300 Washington Street, 5th Floor
Roxbury, MA 02119

Re: Boston Latin School

Dear Superintendent Chang:

The United States Attorney's Office for the District of Massachusetts ("USAO") has concluded its investigation of the allegations of racial harassment at Boston Latin School ("BLS") under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c-6 ("Title IV").¹ The enclosed Resolution Agreement (the "Agreement") reflects the collective efforts of Boston Public Schools ("BPS") and the USAO to identify reforms that will guide both BPS and BLS in addressing racial harassment at BLS in compliance with Title IV.

The USAO appreciates BPS's cooperation from the outset, its proactive efforts to date, and its commitment to address the findings of our investigation and to ensure a diverse, racially tolerant, and welcoming environment for all students at BLS. We look forward to continuing to work with BPS as it implements the Agreement, which will build on BPS's efforts to date.

I. Background

BLS is a public school for students in grades seven through twelve. Founded in 1635, it is the first and oldest public school in the country. BLS is one of three exam schools in the District. Admission to BLS is determined by a student's score on the Independent School Entrance Exam (50%) and a student's grades (50%). Students are admitted only in grades seven and nine.

¹ Title IV is enforced by the Department of Justice, Civil Rights Division, Educational Opportunities Section ("DOJ" or the "Department"). The USAO initiated and conducted its investigation under this authority.

In January 2016, members of a student group called BLS Black Leaders Aspiring for Change and Knowledge (“B.L.A.C.K.”) created a video decrying alleged racial hostility at BLS and calling for change in BLS’s handling of race and race-based incidents among students. In the video, two students claimed that they provided a binder of racist or racially insensitive tweets authored or shared by BLS students in the aftermath of the grand jury’s decision not to indict Ferguson, Missouri police officer Darren Wilson to BLS Headmaster Dr. Lynne Mooney Teta (“Teta” or “Headmaster”) and she “[did] nothing about it.” Further, in the video, the students alleged that BLS’s administration had consistently failed to foster a racially inclusive and welcoming environment and referenced several examples. After stating “we refuse to be silenced,” the two students encouraged other students to openly discuss racially intolerant incidents at BLS through Twitter and encouraged the use of the hashtag “#BLACK@BLS.” The students uploaded the video to YouTube on January 18, 2016 (Martin Luther King, Jr. Day).

On February 26, 2016, several civil rights advocacy groups and community members, including the Boston Branch of the National Association for the Advancement of Colored People (“NAACP”), the American Civil Liberties Union Foundation of Massachusetts, and the Lawyers’ Committee for Civil Rights and Economic Justice (collectively, “the advocates”), sent a letter to the USAO. In the letter, the advocates described the issues raised in the video by members of BLS B.L.A.C.K. and expressed concerns about an alleged racially hostile learning environment at BLS, racially disparate discipline, and the possible deliberate indifference to these issues by BLS administrators. The advocates alleged that the BLS administration failed to investigate incidents in a timely and appropriate manner. Specifically, the advocates cited: (1) a November 2014 student-on-student incident involving the use of a racial slur and a lynching threat; (2) student-on-student racial harassment over social media in 2014 and 2015 and BLS’s ineffective response; and (3) perceived disparate discipline at BLS.

II. Investigative Approach

On March 2, 2016, the USAO opened an investigation into these allegations under Title IV.² The USAO’s investigation followed on the heels of an investigation by BPS’s Office of Equity. As part of our investigation, we spoke with over two hundred people including BLS administrators, faculty, parents, students, and alumni, as well as BPS Central Office employees. We also requested and reviewed thousands of pages of documents from BPS. The intent was to focus on the last six years to capture the experience of one whole class, but we also sought to gain a historical perspective.

² The investigation was focused on the racial climate at BLS but necessarily examined BPS policies about discipline, harassment, and discrimination that apply to all BPS schools, including BLS.

III. Legal Standards

The USAO conducted this review under the Department of Justice's Title IV authority. The Department enforces Title IV, which prohibits public schools, colleges, and universities from discriminating against students because of race, color, national origin, religion, and sex. 20 U.S.C. § 2000c-6. As a public school, BLS is subject to the requirements of Title IV.

A school violates Title IV if: (1) a student is harassed and the harassing conduct is sufficiently serious to deny or limit the student's ability to participate in or benefit from the school's programs or activities (*i.e.*, the harassment creates a hostile environment); (2) the school knew or reasonably should have known about the harassment; and (3) the school failed to take prompt and effective action to stop the harassment, eliminate the hostile environment, prevent its recurrence, and remedy its effects, as appropriate.

Harassing conduct may take many forms, including verbal acts and name-calling; graphic and written statements, which may include use of cell phones or the Internet; or other conduct that may be physically threatening, harmful, or humiliating. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive, or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities, or opportunities offered by a school.

A school is responsible for addressing harassment incidents about which it knows or reasonably should have known. In some situations, harassment may be in plain sight, widespread, or well-known to students and staff, such as harassment occurring in hallways, during academic or physical education classes, during extracurricular activities, at recess, on a school bus, or through graffiti in public areas. In these cases, the obvious signs of the harassment are sufficient to put the school on notice. In other situations, the school may become aware of misconduct, triggering an investigation that could lead to the discovery of additional incidents that, taken together, may constitute a hostile environment.

To determine whether a denial or limitation in a student's ability to participate in or benefit from a school program or activity has occurred, the Department examines the relevant circumstances from an objective and subjective perspective, including: the type of harassment (*e.g.*, whether it was verbal or physical); the frequency and severity of the conduct; the setting and context in which the harassment occurred; whether other incidents have occurred at the school; and other relevant factors. The more severe the conduct, the less need there is to show a series of incidents to establish a hostile environment.

Once a school has actual or constructive notice of possible harassment of students, it must investigate or otherwise determine what occurred and take appropriate and adequate responsive action reasonably calculated to end the harassment, eliminate any hostile environment, prevent its recurrence, and, where appropriate, remedy its effects. When a school district fails to take adequate steps to address harassment, it is liable under Title IV for its own conduct.

IV. Concerns Identified³

Beginning in March 2016, we investigated the specific incidents alleged in the letter sent to the USAO by the advocates as well as additional incidents and concerns brought to our attention through interviews and documents. We assessed the racial climate at BLS both in connection with allegations of specific incidents of racial harassment and in general as experienced by students of color. We also evaluated the BLS administration's response to students' specific complaints of racial discrimination and its actions to address the school's overall racial climate.

Our investigation revealed that BLS violated its obligations under Title IV by mishandling its review of allegations that a male student called a Black female student a racial slur, used profanity against her, and threatened to lynch her with an electric cord during a class at BLS.

Our investigation also revealed concerns that may not necessarily rise to the level of a Title IV violation but are sufficiently serious that they warrant BPS's attention. First, we learned about two concerning incidents involving racial hostility – one involving the November 2014 binder of tweets and one involving group text messages in March 2015 – that the BLS administration did not handle effectively.

Second, we found that BLS administrators generally treated student reports of racial harassment and insensitivity with insufficient seriousness and paid inadequate attention to the school's overall racial climate in the face of an increasing number of incidents demonstrating the need for a school-wide response on issues of race. Some of BLS's initiatives were steps in the right direction. Largely, however, these initiatives did not go far or deep enough and were not implemented promptly.

Finally, BLS has failed to comply consistently with BPS's policies and procedures regarding student discipline, which may have resulted in inconsistent treatment of students of color. BLS administrators and faculty have had difficulty interpreting BPS's policies on progressive discipline and lack the appropriate training on implementing the progressive discipline policy and responding to complaints of harassment and bullying, including social media cyberbullying.

A. The November 2014 Alleged Lynching Threat and BLS's Response

The following incident demonstrated a troubling failure by BLS to comply with its obligations to take prompt and effective action to stop racial harassment that created a hostile environment for the targeted student.

³ To comport with applicable privacy requirements, the USAO is omitting certain details related to specific incidents, students, and disciplinary outcomes.

In November 2014, a male student directed a racial slur and profanity at a Black female peer who sat next to him. The female student alleged that the male student also threatened to lynch her while holding an electric cord.

The female student did not report the incident to the BLS administration when it happened. A faculty member, however, overheard the female student talking about the incident and brought it to the attention of the Assistant Headmaster who ordinarily handled discipline issues. Another Assistant Headmaster, who knew both students involved, agreed to investigate the incident. She questioned the male student, who admitted to using the racial slur and offensive language.

The Assistant Headmaster did not interview the female student or ask her about the incident. She also did not notify the female student's parents of the incident, and she failed to report the incident to BPS's Office of Equity, as required by the BPS Code of Conduct, Section 7.5 (July 2014 version). When asked why she did not notify the female student's parents about the incident, the Assistant Headmaster stated that she thought the female student would do so herself.

The Assistant Headmaster who handled the incident stated that she was not aware of the lynching threat at the time of her investigation; she knew only of the use of the racial slur and profanity. In June 2015, more than six months after the incident occurred, the female student's mother informed the Headmaster that the male student had not only used profanity and a racial slur but had also threatened to lynch the female student during the November 2014 incident.

In January 2016, the Office of Equity investigated the November 2014 incident and issued a report. It found, in addition to the omissions and errors noted above, that the BLS administration did not properly apply the progressive discipline policy or the Code of Conduct.

The November 2014 incident left the targeted student feeling uncomfortable around the male student at school and negatively affected her overall experience at BLS. Indeed, when we interviewed the student a year and a half after the incident, she was still visibly upset when talking about it.

B. Additional Incidents

Our investigation also revealed that BLS leadership has paid insufficient attention to issues of race, the concerns of students of color, and the school's racial climate in recent years. While these omissions do not necessarily constitute independent Title IV violations, they are matters of concern that warrant BLS's attention.

The following additional incidents demonstrate that BLS faced increasing reports of racial hostility and insensitivity among its students between November 2014 and the end of the 2015-16 school year and took insufficient measures to address them promptly and effectively.

1. November 2014 Binder of Tweets

The announcement on November 24, 2014 that a grand jury had declined to indict Ferguson Police Officer Darren Wilson in connection with the death of Michael Brown, and the nationwide protests and unrest that followed, prompted strong reactions and heated discussions around the country and on the internet. On Twitter, BLS students joined the discussion by posting their thoughts and opinions and tweeting messages that were racially charged, offensive, or otherwise insensitive, including:

- “Teargas. Them. All. Rubber bullets [I don’t care] whatever it takes”
- “Racism is dead we have a black president”

Students also retweeted some comments and pictures posted by others that were crass, vulgar, racist, and extremely offensive. Because a retweet is not necessarily an endorsement of the original message, however, we have excluded those retweets from our analysis.

The next day, a group of BLS students of color, some of whom were members of BLS B.L.A.C.K., met with a trusted faculty member to discuss the insensitive and offensive messages that they believed had been posted and retweeted by their classmates. The faculty member advised them to present the tweets to an Assistant Headmaster. The students did so that afternoon. In response, the Assistant Headmaster told the students that she and the Headmaster would take action.

The Headmaster and the Assistant Headmaster approached the binder of tweets by categorizing the tweets by level of offensiveness and then isolating the tweets that were authored by BLS students. They identified four students who authored concerning tweets.

The BLS administrators who knew about the binder did not report the incident to BPS’s Office of Equity or treat it as a complaint of racial discrimination or harassment, nor did they discuss it with faculty and staff at the school. Two of the five Assistant Headmasters apparently did not know about the November 2014 binder of tweets until January 2016 when the BLS B.L.A.C.K. video was released. The same is true for many of the teachers we interviewed.

The students who presented the tweets to the BLS administration in November 2014 reported being assured by the Headmaster that BLS would publicly and promptly address the incident. Members of the BLS administration reported that they intended to address issues of internet safety and responsible use of social media generally through a school-wide presentation by the Suffolk County District Attorney’s Office. Due to repeated and severe snowstorms in winter 2015, the assembly was postponed and still had not occurred by early spring – over four months after the students presented the binder of tweets to the BLS administration.

In March 2015, BPS’s Central Office, including the Office of Equity, received the binder of tweets based on concerns brought to the Central Office by the Boston Branch of the NAACP and a Boston City Councilor. After learning about the binder of tweets, the Interim Superintendent and members of the Office of Equity met with the Headmaster in March 2015. The Headmaster stated that the issue would be dealt with during the assembly featuring an

Assistant District Attorney, which was being rescheduled. In an email dated April 28, 2015, the Interim Superintendent wrote: “BLS needs to identify a specific day during which the[re] will be a discussion on race. I am afraid that anything less will be problematic.”

The assembly finally occurred on May 29, 2015, but it did not specifically address racial harassment through social media. Indeed, the presentation, which had originally been planned in response to a sexting incident earlier that school year, did not mention race, tweeting racially insensitive remarks, or the binder of tweets. An Assistant Headmaster later confirmed that the assembly did not deal specifically with race and instead was planned to teach students to be more responsible online.

In short, no school-wide response to the post-Ferguson tweets and overall racial climate at BLS took place during the 2014-15 school year. Further, the students who brought the binder of tweets to the administration’s attention reported that the administration never updated them on the investigation into the posting of the tweets. This inattentiveness caused some students of color to feel that their concerns about racial hostility at BLS had fallen on deaf ears.

We acknowledge that media presents serious challenges to our nation’s schools today. We acknowledge the important fact that students’ speech, particularly when it occurs off school grounds and outside school hours, receives First Amendment protection. Nonetheless, public schools’ obligations to provide a nondiscriminatory learning environment for all students remain the same. BLS could have taken meaningful and timely steps to educate its students on the importance of respecting each other without compromising any student’s First Amendment rights, thereby promoting a more positive and inclusive school climate for its students.

2. March 2015 Group Text Incident

In March 2015, a White male BLS student sent an emoji of eyes and red lips against a black background via group text message to seven other BLS students. Another student replied with a racial slur and commented that the image looked like an African-American classmate. A third student in the chat, a White female (the upstander), texted that the comparison was not funny. The conversation then escalated as the other students defended the post and criticized the upstander for overreacting. One student in the group chat said, “it’s not like he said ‘she’s black so she should be in jail’ no it was harmless.” The conversation continued to escalate overnight as the upstander and her peers exchanged harsh words.

The following morning, the upstander’s parent called BLS to leave a message for the Headmaster regarding the incident. The Headmaster investigated and learned that she had a personal connection to one of the students involved in the bullying incident. Rather than refer the matter to a neutral third party, the Headmaster instead asked a non-BPS employee who likewise had a personal connection with the bullying student to respond to the upstander’s parent’s phone call. The Headmaster failed to appreciate that this method of handling the matter, along with her continued (albeit limited) involvement in it, created both an actual conflict of interest and the appearance of one.

The upstander’s parents contacted the BPS Safe Space and Bullying Prevention Hotline to make an official report of cyberbullying. The report was forwarded by a senior BPS employee

directly to the Headmaster, who assigned the investigation to one of BLS's Assistant Headmasters. Another BPS Central Office employee was assigned to supervise and review the investigation for potential conflicts of interest.

An Office of Equity review of the incident found that the Headmaster was inappropriately involved in the investigation and that the Assistant Headmaster failed to investigate or address the racial aspect of the incident. During the investigation, the Assistant Headmaster did not ask important questions about the racially offensive messages or attempt to find out why the responsible students posted them, nor did the Assistant Headmaster address the racial component of the incident at the conclusion of the investigation, either through disciplinary or educational remedies. The Office of Equity also found that BPS Central Office employees acted improperly by sending the complaint directly to the Headmaster, failed to properly supervise the investigation for potential conflicts of interest, and failed to ensure that the racial aspects of the incident were investigated and addressed.

C. BLS's Actions to Address the School's Racial Climate

In spring 2016, BLS began school-wide efforts to address students' concerns about the racial climate through race dialogues in English classes, weekly Student Advisory Committee meetings, and a racial climate audit by an independent organization, which included focus groups and two school-wide events. While many of these efforts were good attempts, they did not go far or deep enough and were met with mixed success in part because of delays in implementation, inadequate notice, insufficient preparation, and an inadequate dedication of time. Moreover, BLS's plan to provide additional professional development training to teachers on race issues was cancelled following the Headmaster's resignation.

BLS also has received insufficient guidance from BPS on how to handle and report incidents of racial discrimination and harassment. In particular, until recently, BPS has not made students and parents sufficiently aware of resources, such as the Office of Equity, available to them for reporting incidents of racial discrimination and harassment to BPS.

Since winter 2016, however, BPS, BLS, and the Office of Equity have taken important steps to inform students of available grievance procedures. For example, the Office of Equity has opened a hotline to field complaints and concerns; BLS students who have reported their experiences with bias or discrimination have been given copies of the Office of Equity's EQT-3 circular on the reporting policy; an Office of Equity reporting form for students has been added to the Boston Student Advisory Council student rights application; and a new Office of Equity poster contest for middle and high school students has been launched. It is our understanding that the Office of Equity also has committed to creating a new web page and updating the information provided in BPS Student and Parent Handbooks to advise students and parents of their reporting prerogatives.

D. BPS and BLS Policies Regarding Discipline

Our investigation revealed that BLS has failed to comply consistently with BPS's policies and procedures regarding student discipline, which may result in inconsistent treatment of students of color.

Discipline policies and procedures at BLS are governed by two documents: the BPS Code of Conduct and BLS's School-Based Rules, contained in the Student Handbook. The relationship between these documents, as well as additional information pertaining to the structure and content of disciplinary procedures, is described in Superintendent's Circular SUP-5: Code of Conduct.

While the Code of Conduct and the BLS School-Based Rules in the Student Handbook both identify categories of violations and corresponding disciplinary actions, only the Code of Conduct establishes concrete procedures for implementing disciplinary actions. The BLS Student Handbook merely states that students "will be given hearings to guard their substantive and procedural rights" in matters involving major infractions and that cheating "may result in censure, detention, and a grade of '0' on the assignment," and excessive cutting of class may result in suspension. The Student Handbook provides no guidelines for meting out discipline for other infractions or for escalating disciplinary action following repeated violations.

BPS administrators whom we interviewed expressed the view that BLS "operates under its own rules" with respect to discipline, contrary to BPS's rules and procedures, and that BLS does not always follow BPS procedures. Similarly, when asked whether BLS had traditionally reported discrimination based on a protected class to the Office of Equity, as BPS requires, an Assistant Headmaster replied, "No. We deal with it, we end it."


Our investigation also revealed that BLS lacks internal controls to ensure that the discipline students receive is fair and equitable. For example, there is no mechanism to compare consequences issued by different Floormasters, who often keep their own files for student discipline, or to ensure consistency among them. Additionally, BLS fails to use the Student Information System ("SIS") consistently and regularly, as required by BPS. In particular, the faculty does not consistently input lower-level disciplinary actions into SIS. As a result, it is impossible to tell whether students committing similar infractions are receiving similar consequences.


It also appeared that BLS staff, including Floormasters and Assistant Headmasters who take active roles in discipline, are inadequately trained to handle bullying complaints, race-based complaints, and other discrimination complaints based on an individual's protected class. They also lack general training regarding discipline beyond the infractions of cutting class and plagiarism. Additionally, Floormasters have substantial discretion with respect to issuing discipline (from misdemeanor marks to censures) and, as observed above, few controls. This lack of controls for consistency, training, and reporting likely contributes to the perception among some at BLS that Black and Latino students are disciplined more harshly and more often than White and Asian students.

V. Conclusion

With the signing of the enclosed Agreement, the USAO is closing this Title IV investigation as of the date of this letter. The USAO sincerely appreciates your cooperation and that of BPS and BLS staff throughout the course of this investigation. We look forward to continued cooperation during the implementation of the Agreement. If you have any questions regarding this letter, please contact Assistant U.S. Attorney Jennifer A. Serafyn.

Very truly yours,


Carmen M. Ortiz
United States Attorney
District of Massachusetts


Jennifer A. Serafyn
Chief, Civil Rights Unit

Cc: Alissa Ocasio, Esq.
Legal Advisor
Office of the Legal Advisor
Boston Public Schools

RESOLUTION AGREEMENT

between

BOSTON PUBLIC SCHOOL DISTRICT

and

**THE UNITED STATES ATTORNEY'S OFFICE
FOR THE DISTRICT OF MASSACHUSETTS**

INTRODUCTION

The Boston Public School District (“BPS” or the “District”) and the United States Attorney’s Office for the District of Massachusetts (“USAO”) (collectively, “the Parties”) voluntarily enter into this agreement (“Agreement”) to improve the District’s ability to prevent and respond to peer-on-peer harassment based on race or color, characteristics that are protected by federal civil rights laws, including Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (“Title IV”). Title IV prohibits discrimination against students based on, among other things, race and color, by public elementary and secondary schools and public institutions of higher education.

The USAO initiated this investigation in March 2016 after receiving a complaint from civil rights advocacy groups and community members alleging that administrators at the District’s Boston Latin School (“BLS”) responded inadequately to multiple complaints of online and school-based racial harassment involving BLS students during the 2014-15 and 2015-16 school years. The complaint further alleged that Black students enrolled in BLS were disparately disciplined based on their race. During its investigation, the USAO conducted multiple site visits to BLS, reviewed thousands of documents, and interviewed more than 200 individuals from the BLS community and the District, including students, parents, BLS alumni, and current and former BLS and District administrators, faculty, and staff. The USAO conducted individual in-person and telephone interviews; met with students and parents in groups; attended focus groups for students, parents, and faculty run by VISIONS, Inc;¹ and held “office hours” at BLS over a four-day period in June 2016.

¹ VISIONS, Inc. is a non-profit training and consulting organization specializing in diversity and inclusion hired by the District to conduct an audit of the racial climate at BLS.

The Parties intend that the District's implementation of this Agreement will improve the ability of BLS and the District to prevent and address prohibited harassment and to provide clear and consistent procedures for reporting, investigating, and responding to such conduct.

The USAO acknowledges BLS's and the District's cooperation with its investigation, including their assistance in arranging witness interviews, providing documents, sharing updates on the school, facilitating the USAO's observation of the District's racial climate audit of BLS, and the District's ongoing efforts to address the issues raised in the complaint about BLS.

The USAO further acknowledges that BLS and the District have already taken voluntary steps to address the concerns raised by the allegations. Specifically, BLS and the District have conducted their own investigation through the District's Office of Equity, revised applicable policies, conducted ongoing dialogues on issues of race through the Courageous Conversations and YW Boston programs, commissioned the VISIONS, Inc. racial climate survey, planned to incorporate instruction on race and equity into BLS's professional development agenda, and undertook to further incorporate instruction on race and equity into the BLS curriculum. Moreover, BLS and the District have concrete plans in place to continue these efforts through the coming school years with input from students, teachers, administrators, parents, alumni, and community members.

BLS and the District enter into this Agreement to continue BLS's work to prevent and respond to peer-on-peer harassment based on race or color and to create a framework that will ensure that BLS continues to be a safe and inclusive environment for all students. By entering into this Agreement, BLS and the District do not admit any violation of Title IV with regard to the allegations in the complaint or investigation. Nothing contained in this Agreement shall be considered, construed, or used as an admission of liability, constitutional, statutory or regulatory violation, or of any other illegal act, by BLS or the District.

In consideration of the commitments made herein by BLS and the District, the USAO agrees not to initiate judicial proceedings to enforce requirements with regard to the subject matter of the above-described investigation, except as provided below.

I. DEFINITIONS

1. “Harassment” includes the use of derogatory language (including racial epithets), intimidation and threats, unwanted physical contact and/or physical violence, as well as the use of derogatory language and images in graffiti, pictures or drawings, notes, e-mails, electronic postings, and/or phone messages because of a person’s membership in a protected class or the protected class of the person’s family. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents.

2. “Racial harassment” means harassment based on race or color.

3. A “hostile environment” exists when harassment is sufficiently severe, pervasive, or persistent so as to interfere with or limit a student’s ability to participate in or benefit from the services, activities, or opportunities offered by a school.

II. GENERAL REQUIREMENTS

4. The District agrees to take action to ensure a prompt and equitable response and resolution to all complaints or reports of racial harassment by and of BLS students. To accomplish this, the District agrees to be fully committed to implement its newly revised harassment policies that apply to BLS and to enforce such policies; ensure that BLS fully and promptly investigates reported conduct that may constitute racial harassment; ensure BLS eliminates any hostile school environment based on race or color and remedies its effects, as appropriate; and increase BLS’s remedial efforts by instituting additional measures when students are harassed on a repeated basis or when the District or BLS determines that existing remedial efforts are ineffective. The District also agrees to take proactive measures to promote a climate at

BLS that is positive, welcoming, and inclusive of all students.

5. No later than January 1, 2017, the District agrees to retain a qualified third-party consultant (“Equity Consultant”) mutually agreed upon by the District and the USAO to consult with the District and its Office of Equity to study and determine what measures the District needs to take to address, prevent, and respond effectively to racial harassment at BLS, develop and implement effective restorative justice practices, and comply with the terms of this Agreement. The District shall 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 Equity Consultant deems necessary to fulfill his or her duties under this Agreement.

6. The District shall translate all documents, information, or training offered to parents or students in accordance with this Agreement into the District’s major languages² and disseminate or make available such documents, information, and training to students and parents or guardians who do not speak English as their native language in a manner comparable to English-speaking students and parents or guardians.

III. SPECIFIC REQUIREMENTS

A. Training and Professional Development

7. The District will implement mandatory annual trainings at BLS, consistent with best practices, on prevention and reporting of racial harassment and retaliation for reporting racial harassment for all students and all staff who interact with students at BLS. The District shall ensure that any BLS student or employee who misses a scheduled training receives the training in a timely manner. The District shall also implement trainings on racial harassment and retaliation

² “Major Languages” refers to the most commonly spoken languages other than English for English Language Learners (ELLs) in the District, including Spanish, Cape Verdean Creole, Haitian Creole, Portuguese, Chinese, Vietnamese, Somali, and any other language that the District shall add whenever the number of students with that language background reaches 100.

for reporting racial harassment for parents and guardians of BLS students.

8. The District shall implement mandatory annual trainings at BLS, consistent with best practices, on student discipline for all staff who are involved in determining, administering, or reporting discipline of students at BLS, with the goal of ensuring that discipline is administered and reported consistently.

9. Beginning in October 2016, the District shall provide the first annual training on racial harassment and retaliation to all BLS faculty, administrators, and staff (including educational contractors) who interact with students. The training shall be interactive and include but not be limited to the following topics:

- a. In-depth instruction on the types of conduct that constitute racial harassment and retaliation and a discussion of the negative impact that such harassment and retaliation have on students, employees, and the educational environment;
- b. Specific guidance and discussions of BLS's efforts and employees' responsibility to foster a nondiscriminatory and inclusive educational environment for all students;
- c. A facilitated discussion on implicit bias and the impact it can have on perceptions of reports of racial harassment and retaliation; and
- d. A review of the District's harassment policies and procedures with emphasis on the duty of the District and its employees to:
 - i. report all incidents of harassment and retaliation they witness or learn of to BLS's designated Diversity/Non-Discrimination Officer and/or the District's Office of Equity;
 - ii. respond promptly and effectively to all racial harassment and

retaliation, even if there is a parallel investigation by law enforcement or another external entity; and

- iii. take effective action to end racial harassment, prevent its recurrence, and, as appropriate, remedy its effects.

10. Beginning in October 2016, the District shall provide the first annual training on student discipline to all BLS faculty, administrators, and staff (including educational contractors) who are involved in determining, administering, or reporting discipline of students at BLS. The training shall be interactive and include but not be limited to the following topics:

- a. Instruction on the District's Code of Conduct and its application, including any measures on progressive discipline and restorative justice;
- b. Emphasis on consistent application of disciplinary procedures and informal interventions or dispute resolutions to ensure that all BLS students are treated equitably and fairly; and
- c. Emphasis on consistent documentation of disciplinary procedures, including how, where, and when disciplinary procedures are recorded;
- d. A facilitated discussion on implicit bias and the impact it can have on disciplinary determinations.

11. Beginning in October 2016, the District shall ensure that BLS provides the first annual training to all of its students on preventing and eliminating racial harassment and retaliation. The training shall be interactive and topics shall include, but are not limited to:

- a. Instruction on the types of conduct that constitute racial harassment and retaliation, including multiple examples, and discussion of when off-campus conduct or use of social media can create a hostile or threatening environment at BLS;

- b. Instruction on the negative impact that harassment and retaliation have on the educational environment;
- c. Information regarding how students should respond to racial harassment and retaliation they experience or witness, including the reporting avenues available;
- d. Information regarding how faculty, administrators, and staff are expected to respond to racial harassment and retaliation they witness or to incidents that are reported to them;
- e. An overview of BLS's disciplinary procedures and consequences for student-on-student harassment, which shall include a clear statement that BLS takes seriously and does not tolerate racial harassment and retaliation, and will address such incidents;
- f. An introduction of the designated Diversity/Non-Discrimination Officer at BLS and explanation of his/her role; and
- g. Instruction designed to promote an inclusive and safe educational environment for all students, including issues related to the prevention of racial harassment, retaliation, and discrimination.

12. By December 31, 2016, the District shall make available training for BLS parents and guardians on racial harassment and retaliation for reporting racial harassment. If such trainings are made available online, then the District shall inform BLS parents and guardians of the availability of such trainings.

13. The District's Office of Equity shall work with BLS to determine an appropriate format for each annual and make-up training described in Paragraph III.A.9 and A.10, with the goal of ensuring 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.

14. The District is responsible for assuming any and all costs associated with the required trainings referenced in Paragraphs 7-11.

B. Climate and Communication at BLS

15. BLS has designated a Diversity/Non-Discrimination Officer who will be responsible for monitoring all complaints of racial harassment, discrimination, and retaliation and for serving as an advocate for students who raise such complaints. The Diversity/Non-Discrimination Officer should also monitor complaints regarding harassment based on ethnicity, national origin, gender, and disability. The Diversity/Non-Discrimination Officer shall report to the Headmaster and attend all student and staff trainings required by this Agreement.

16. The Headmaster of BLS shall communicate to administrators, faculty, and staff their responsibilities in creating and supporting positive classroom and extracurricular environments, and provide them with sufficient training, guidance, and support to carry out those responsibilities.

17. The District agrees to again retain an independent third party to conduct an annual school climate survey to assess the presence and effects of racial harassment and retaliation, the effectiveness of BLS's response to reports of racial harassment, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken pursuant to this

Agreement. The independent third party shall administer the survey at BLS annually for the duration of this Agreement.

C. Reporting to the USAO

18. During the term of this Agreement, the District will submit an annual report to the USAO by July 15 of each year, beginning July 15, 2017, that contains:

- a. Copies of all complaints, investigation reports, and documents reflecting BLS's and/or BPS's resolution and response to all reports of racial harassment of or by students at BLS;
- b. Copies of all disciplinary records relating to reports of racial harassment of or by BLS students;
- c. Copies of the curriculums and instructional materials used in the trainings required by this Resolution Agreement that are provided to BLS administrators, faculty, staff, students, and parents;
- d. Results of the climate surveys; and
- e. Summaries of the steps BLS or the District has taken or plans to take to respond to the climate survey results.

IV. TERM AND TERMINATION

19. This Agreement will be in effect for three (3) full school years beginning with the 2016-17 school year. It may not be terminated prior to the beginning of the 2019-20 school year. The parties may, upon mutual written agreement, amend this Agreement to address changed circumstances.

20. Within sixty (60) days following the receipt of the District's July 2019 report, the USAO will notify the District, in writing, if the District has specific outstanding obligations necessary to comply fully with the terms of this Agreement. In the event the USAO identifies

specific outstanding obligations, the Parties will work together to secure compliance. If the USAO does not identify such obligations or request an extension of time within those sixty (60) days, the Agreement will terminate.

21. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein, they are no longer required to maintain such a litigation hold.

V. ENFORCEMENT

22. The District agrees to maintain electronic and hard copy records of information and data pertinent to compliance with the terms of this Agreement. The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, the USAO, through its representatives and any consultant or expert it may retain, may visit the District, request to interview staff and students, and request such additional reports, information, or data as are necessary for the United States to determine whether the District has fulfilled the terms of this Agreement and is in compliance with Title IV. The District shall honor any such requests by making the requested reports, information, or data available within thirty (30) days.

23. If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of any other part of the Agreement. Furthermore, the District and United States shall meet within fifteen (15) days of any such decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.


24. The District understands and acknowledges that in the event of a breach by the District of this Agreement, the Department of Justice may initiate judicial proceedings to enforce Title IV and the specific obligations of the District under this Agreement; provided that the United States agrees that it will not initiate any enforcement action without first attempting to resolve issues by negotiating in good faith for sixty (60) days, or until the parties reach an impasse, whichever comes sooner, over adequate measures to correct any alleged shortcomings in the District's compliance with this Agreement.


25. The District understands and acknowledges that the United States, consistent with its responsibility to enforce Title IV, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of Title IV by the District. Representatives of the United States may speak directly, without District counsel, with District employees who are not administrators and have questions, concerns, or other information to raise with the United States regarding the District's obligations under this Agreement and Title IV, provided that: representatives will give reasonable notice to the District of their intention to visit a school; will not object to being accompanied by District representatives; and will cooperate in visit scheduling as necessary to accommodate the District.

26. This Agreement can be enforced only by the parties specified in this Agreement, including the City of Boston, and their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third-party beneficiary rights.

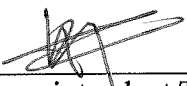
SO AGREED.

For the United States

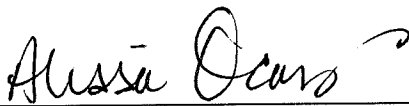

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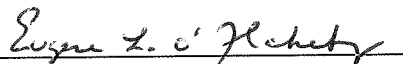
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APPROVED AS TO FORM


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