

Sonoma County Office of Education  
**Office for Civil Rights**  
09-12-1467  
Resolution Agreement

Without admitting to any violation of the law, the Sonoma County Office of Education (SCOE) agrees to implement this agreement in order to resolve the issues investigated by the U.S. Department of Education, Office for Civil Rights (OCR), under Title IX of the Education Amendments of 1972 and its implementing regulations, in the above-referenced docket case.

1. Policy on Nondiscrimination

SCOE will ensure that students within its jurisdiction are not, on the basis of sex, excluded from participation in, denied the benefits of, or subjected to discrimination in any vocational or occupational training program.

2. SCOE Policy on Significant Assistance to Vocational Programs

- a. SCOE will adopt a policy or issue written guidance stating that it will not give significant assistance to any agency, organization or person that discriminates against students enrolled in SCOE court and community schools on the basis of sex in providing vocational programs. Significant assistance includes, but is not limited to, the use of SCOE career development and workforce preparation services.
- b. The policy/guidance will specify that, in order to receive significant assistance from SCOE, providers of vocational education to students from SCOE court and community schools must ensure that:
  - i. students are not discriminated against on the basis of sex in the operation of the vocational education program, and
  - ii. vocational education programs provide substantially equal opportunities for both male and female students.
- c. By April 15, 2015, SCOE will provide a draft of the policy/guidance to OCR for review and approval.
- d. Within 20 days after OCR's approval of the draft, SCOE will (i) issue notice of the policy/guidance to all agencies, organizations or persons currently providing vocational programs to students in SCOE court and community schools, and to relevant SCOE personnel, and (ii) submit documentation to OCR demonstrating that it provided this notice.

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- e. SCOE will routinely provide notice of the policy/guidance to any agencies, organizations and persons that seek to operate a vocational education program for court and community school students in the future and that would receive significant assistance from SCOE; SCOE will also incorporate the requirements of the policy/guidance into future contracts and memoranda of understanding with providers of vocational education to students in SCOE court and community schools.
- f. If SCOE receives notice, through its own review, an internal or external informal or formal complaint, or other means, that an agency, organization, or person covered by the policy/guidance is discriminating on the basis of sex, SCOE will take all reasonable steps to eliminate the discrimination. In the event that the program operator will not comply with the non-discrimination policy or written guidance, SCOE will terminate all significant assistance to the agency, organization or person.
- g. Current Programs
  - i. By March 15, 2015, SCOE will provide OCR with a report that (a) lists the academic and vocational education courses, including minutes of instruction and whether certification is awarded, that are currently available to male and female juvenile offenders residing at the County Probation Camp and at the Crossroads Treatment Center, and (2) states SCOE's determination of whether the vocational education opportunities are substantially equal.
  - ii. If SCOE concludes the vocational education opportunities are not substantially equal, SCOE will take all reasonable steps to eliminate the inequities and by June 30, 2015, will provide OCR with a written report showing one of following:
    - i. That the opportunities have been made comparable as of the date of the report;
    - ii. That SCOE has terminated significant assistance to the agency, organization or person providing the vocational program; or
    - iii. The reasons that terminating the assistance would otherwise be unlawful.

## 4. General Provisions

SCOE understands that OCR will not close the monitoring of this agreement until OCR determines that SCOE has fulfilled the terms of this agreement and is in compliance with the regulations implementing Title IX which were at issue in this case.

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SCOE 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, SCOE understands that during the monitoring of this agreement, if necessary, after consultation with SCOE, OCR may visit SCOE, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether SCOE has fulfilled the terms of this agreement and is in compliance with the regulations implementing Title IX.

SCOE understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give SCOE written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
SCOE Representative

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02/26/2015  
Date