

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JANE DOE by and through her next friend C.M.; ANNA
DOE by and through her next friend S.S.; MARIA DOE by
and through her next friend C.C.; and LISA DOE,

Plaintiffs,

-against-

RICHARD A. CARRANZA in his official capacity as
Chancellor of the New York City Department of Education;
the NEW YORK CITY DEPARTMENT OF EDUCATION;
and the CITY OF NEW YORK,

Defendants.

19-CV-02514
(PKC)(SJB)

**STIPULATION AND
ORDER OF
SETTLEMENT**

WHEREAS, Plaintiffs Jane Doe, Anne Doe, Maria Doe, and Lisa Doe (collectively, “Plaintiffs”) filed a Complaint (the “Complaint”) on April 29, 2019, alleging that Defendants Richard A. Carranza, in his official capacity as Chancellor of the New York City Department of Education (“Chancellor Carranza”), the New York City Department of Education (“DOE”), and the City of New York (the “City”), violated Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*, the Individuals with Disabilities Act, 20 U.S.C. § 1400 *et seq.*, and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 *et seq.*, through DOE’s responses to complaints or reports of sexual and gender-based harassment towards Plaintiffs by fellow students and by DOE’s alleged failure to respond to Plaintiffs’ needs as students with disabilities as a result of such complaints or reports of sexual and gender-based harassment;

WHEREAS, Defendants deny that they have taken any action that violates any federal, state, or local laws;

WHEREAS, Defendants deny any liability whatsoever to Plaintiffs;

WHEREAS, nothing in this Stipulation and Order of Settlement shall be deemed to be a finding or an admission that Defendants have in any way violated Plaintiffs' rights as contained in the constitutions, statutes, ordinances, rules, and regulations of the United States, the State of New York, or the City of New York;

WHEREAS, the parties agree that the City is not a proper party to this litigation;

WHEREAS, the parties wish to voluntarily resolve the claims raised in the Complaint, according to the terms set forth in this Stipulation and Order of Settlement, in order to avoid the costs and uncertainty of litigation; and

WHEREAS, the parties hereby waive a trial or evidentiary hearing, as well as the entry of findings of fact and conclusions of law, and have agreed to the entry of this Stipulation and Order of Settlement, as indicated by the signatures appearing below;

NOW, THEREFORE, IT IS HEREBY AGREED by and among the parties as follows:

I. DEFINITIONS

For purposes of this Stipulation and Order of Settlement (or "Stipulation") and the exhibits to this Stipulation, the following terms shall have the following meanings to the extent not defined in the exhibits to this Stipulation:

1. "COVID-19 Closure" refers to the suspension of in-person gatherings and in-School operations due to the pandemic resulting from the spread of the Coronavirus-2019 beginning in March 2020 pursuant to N.Y. Exec. Order No. 202.4, 2020 Bill Text NY E.O. 9 (Mar. 16, 2020), and any continuations thereof.

2. "Days" refers to business days unless otherwise modified.

3. "DOE" is the New York City Department of Education.

4. “School” means a K-12 school operated and managed by the DOE and does not include charter schools or non-public schools.

5. “Student” means a student in a School (as defined in Section I, paragraph 4).

6. “IDEA” refers to the Individuals with Disabilities in Education Act, 20 U.S.C. § 1400 *et seq.*

7. “IEP” refers to an Individualized Education Program, as defined in 20 U.S.C. § 1401(14).

8. “IEP Team” refers to the group of individuals responsible for developing and updating the IEP of a student with a disability in accordance with the IDEA.

9. “Internal Escalation Protocol” refers to the DOE’s internal protocol by which parents can request escalation assistance to coordinate the completion of an open investigation of a complaint made pursuant to Chancellor’s Regulation A-831, alleging student-to-student sexual harassment, or Chancellor’s Regulation A-832, alleging student-to-student gender-based harassment, bullying, intimidation, and/or discrimination.

10. “Material Incident” refers to a substantiated complaint concerning student-to-student sexual harassment and/or student-to-student gender-based harassment, bullying, intimidation, and/or discrimination that was made pursuant to Chancellor’s Regulations A-831 and/or A-832 which the School or DOE finds to be a violation of Chancellor’s Regulations A-831 or A-832.

11. “Notice of Determination” refers to a notice to a parent whose child was the alleged victim in a complaint that was made pursuant to Chancellor’s Regulation A-831, alleging student-to-student sexual harassment, and/or pursuant to Chancellor’s Regulation A-832, alleging student-

to-student gender-based harassment, bullying, intimidation, and/or discrimination which contains the determination of whether the complaint constitutes a Material Incident.

12. “OSYD” refers to DOE’s Office of Safety and Youth Development.

13. “Reevaluation Guidelines” refers to DOE’s Reevaluation Referral Guidelines for students with IEPs who are the alleged victim or accused student in an alleged incident of student-to-student sexual harassment in violation of Chancellor’s Regulation A-831 and/or alleged student-to-student gender-based harassment, bullying, intimidation, and/or discrimination in violation of Chancellor’s Regulation A-832.

14. “RFA Liaison” refers to the Respect for All Liaison or their successor(s) at each School who is responsible for supporting the School in responding to student-to-student harassment, bullying, intimidation, and/or discrimination as set forth in Section II.B of Chancellor’s Regulation A-832 (Oct. 23, 2019).

15. “School Days” refers to any day in which the School is in session during the School Year as defined below in paragraph 16.

16. “School Year” is the period from July 1 to the following June 30.

17. “Settled Claims” refers to any and all claims that have been or could have been asserted in any forum by Plaintiffs which arise out of, relate to, or are based on the allegations, transactions, facts, occurrences, representations and/or omissions involved in, set forth in, or referred to in the Complaint.

18. “SHP Liaison” refers to the Sexual Harassment Prevention Liaison or their successor(s) at each School who is responsible for supporting the School in responding to student-to-student sexual harassment as set forth in Section II.B of Chancellor’s Regulation A-831 (Oct. 23, 2019).

19. “SOPM” is DOE’s Special Education Standard Operating Procedures Manual.

20. “Stipulation Period” is the period from the date this Stipulation and Order of Settlement is executed and approved by the Court through August 31, 2024. The first year of the Stipulation Period shall encompass the 2021-2022 School Year; the second year of the Stipulation Period shall encompass the 2022-2023 School Year; and the third year of the Stipulation Period shall encompass the 2023-2024 School Year.

21. “Title IX” refers to Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*

22. “Title IX Coordinator” refers to the staff member within DOE’s Office of Equal Opportunity (“OEO”) who manages various aspects of DOE’s Title IX compliance.

23. “Title IX Liaisons” or their successors refer to the staff within OEO who work in support of School and department-wide compliance with Title IX and who report to the Title IX Coordinator and the Director of OEO.

II. AGREEMENT REGARDING POLICIES, RESOURCES, AND TRAINING

A. MATERIALS RELATED TO STUDENTS WITH IEPs

i. THE SOPM AND THE REEVALUATION GUIDELINES

24. DOE shall revise the SOPM to include the following italicized language in the discussion of “Initial Social History” currently on page 21 of the SOPM:

Conditions in the student’s home or community can have a substantial impact on the student’s performance in school. Through the social history, valuable information can be obtained about the student’s home and community environment, what kinds of strategies have been successful in the past, *and other factors that may be affecting the student’s learning, such as Adverse Childhood Experiences that may result in trauma-related symptoms.*

and the following italicized language in the discussion of “Determining Whether New Assessments Are Needed in a Reevaluation” currently on page 90 of the SOPM:

A Social History Update should also be considered as a part of the reevaluation. Depending upon the time that has elapsed since the student’s last evaluation, there may be significant changes in his/her family situation and the parent’s perceptions of the student’s development, changes in skill level, family circumstances, prior intervention strategies, and other factors and other factors that may be affecting the student’s learning, such as Adverse Childhood Experiences that may result in trauma-related symptoms.

25. DOE shall revise the Reevaluation Guidelines as set forth in the attached Exhibit A to this Stipulation within sixty (60) School Days of the execution and approval of this Stipulation by the Court.

26. DOE shall make the revised version of the SOPM and the Reevaluation Guidelines available either electronically or otherwise to relevant DOE staff within sixty (60) School Days of the execution and approval of this Stipulation by the Court.

27. Defendants’ counsel shall share a copy of the notification(s) of the revisions to the SOPM and to the Reevaluation Guidelines with Plaintiffs’ counsel on a confidential basis five (5) School Days after the revised version of the SOPM is made available to the relevant DOE staff.

**ii. TRAINING ON THE IMPACT OF TRAUMA AND GUIDANCE
DOCUMENT FOR ADDRESSING NEEDS OF STUDENTS WITH IEPS**

28. Within sixty (60) School Days of the execution and approval of this Stipulation by the Court, the DOE shall: promulgate the guidance document for IEP Teams entitled “Considering Trauma in Special Education Evaluations and IEP Development,” attached hereto as Exhibit B; post the document online on the DOE’s internal website; and issue a written notification to Principals which advises them of the guidance document and requests that they share the document with relevant staff, including School-based special education staff. Defendants’ counsel shall certify to Plaintiffs’ counsel within five (5) School Days after “Considering Trauma in Special

Education Evaluations and IEP Development” is posted that the posting was made. Defendants shall share with Plaintiffs’ counsel, on a confidential basis a copy of the notification to Principals within five (5) School Days after the notification is made.

29. Within sixty (60) School Days of the execution and approval of this Stipulation by the Court, the DOE will incorporate relevant information from “Considering Trauma in Special Education Evaluations and IEP Development” in a professional learning resource, which may be viewed remotely and asynchronously, for IEP team members. This information may be incorporated into an existing resource. The resource will also include the expectation that IEP team members, as appropriate, provide the information contained in this resource to other members of the IEP team and other School staff. Within sixty (60) School Days of the execution and approval of this Stipulation by the Court, Defendants’ counsel shall share with Plaintiffs’ counsel, on a confidential basis, a copy of a written notification to Principals which advises them of the professional learning resource and requests that they share the resource with relevant staff, including School-based special education staff. DOE shall also include the professional learning resource in at least two (2) professional learning sessions during the 2021-2022 School Year offered to IEP team members.

30. By June 30 of the 2022-2023 and 2023-2024 School years, Defendants’ counsel shall share with Plaintiffs’ counsel, on a confidential basis, a copy of a centrally produced communication sent to Principals advising them of the professional learning resource and the IEP Guidance document. The annual notification will include the link to the professional learning resource, the link to the IEP Guidance document, and the recommendation that the information be shared with relevant staff, including School-based special education staff. By June 30, 2022, Defendants’ counsel shall share with Plaintiffs’ counsel, on a confidential basis, a copy of a

centrally produced communication announcing the professional learning sessions offered in the 2021-2022 School Year and encouraging IEP team members to attend, and related agendas.

31. DOE will use best efforts to provide on a confidential basis an estimate of the number of persons who attended the professional learning sessions described in paragraph 29. Plaintiffs agree that this estimate is not representative of the total number of staff provided with the information contained in the learning resource and the professional learning sessions described in paragraph 29 or may not fully reflect the full number of persons who attended the professional learning sessions described in paragraph 29. Plaintiffs agree that this information shall not: be made public; be included or form the basis of any public statements, whether written or oral; or otherwise require DOE to collect or provide attendance.

32. By June 30 of the first year of the Stipulation Period, DOE agrees that it shall review the estimated attendance information for the professional learning sessions set forth in paragraph 29 and determine whether the data alone or, in combination with other relevant factors, suggests the need for further reinforcement of the information contained in the IEP Guidance Document. If DOE determines that additional reinforcement is necessary, Defendants shall provide Plaintiffs with a written invitation to meet and confer to discuss the follow-up steps DOE intends to take. If Defendants do not provide Plaintiffs with such notification by July 30 of the first year of the Stipulation Period but Plaintiffs have concerns about the roll-out of the IEP Guidance Document and related training, they shall provide DOE with notice of those concerns and a request to meet and confer by the end of the first week in August. Upon receipt of such notice, the parties shall promptly schedule a meet and confer.

33. Plaintiffs agree that the estimated attendance numbers and the information DOE shares as part of these meet and confer sessions is confidential and shall not be used solely or

together with other information, as a basis for alleging non-compliance with the stipulation requirements.

34. Within sixty (60) School Days of the execution and approval of this Stipulation by the Court, the DOE will incorporate relevant information from “Considering Trauma in Special Education Evaluations and IEP Development” on the DOE’s family-facing website.

35. DOE shall also include in the “Frequently Asked Questions” described in Section II.B.iv of this Stipulation, language that references the fact that, if parents have concerns about the effects of trauma on their child’s educational experience and performance, parents may consult with their student’s IEP team and discuss such concerns.

**B. MATERIALS TO PREVENT & ADDRESS STUDENT-TO-STUDENT
SEXUAL AND GENDER-BASED HARASSMENT**

i. ESCALATION PROTOCOL

36. DOE shall revise the DOE Internal Escalation Protocol and the accompanying public-facing Escalation Staff Assistance Request Form to encompass a process by which parents may seek assistance from Citywide and/or Borough Office escalation staff, including the Title IX Liaison where appropriate, to support the completion of an open investigation of a complaint of student-to-student sexual harassment made pursuant to Chancellor’s Regulation A-831 and/or a complaint of student-to-student gender-based harassment, bullying, intimidation, and/or discrimination made pursuant to Chancellor’s Regulation A-832, in the following circumstances:

- a. Where parents believe that School staff retaliated against them or their child for making a prior complaint pursuant to Chancellor’s Regulations A-831 and/or A-832 at the same School;
- b. Where a student has been the victim in two or more complaints made pursuant to Chancellor’s Regulations A-831 and/or A-832 during the same School Year

that were found to be Material Incidents following investigation under the protocol set forth in Chancellor's Regulations A-831 and/or A-832;

- c. Where parents did not receive a Notice of Determination from the School within ten (10) School Days of the School's receipt of an open complaint pursuant to Chancellor's Regulations A-831 or A-832;
- d. Where the alleged student victim, accused student, and/or student witnesses need additional help accessing supports and interventions regarding an A-831 or A-832 complaint reported to the School. Supports and interventions can be provided before, during or after the School's investigation.

37. By October 31, 2021, Defendants' counsel shall certify to Plaintiffs' counsel that the DOE Internal Escalation Protocol was revised consistent with paragraph 36.

38. The revised Escalation Staff Assistance Request Form set forth in Section II.B.i, paragraph 36 shall be posted on the DOE public-facing website and DOE shall notify Citywide and/or Borough Office escalation staff, including the Title IX Liaison, about the revised version of the Escalation Staff Assistance Request Form by October 31, 2021. Defendants' counsel shall certify to Plaintiffs' counsel within five (5) School Days after the revised Escalation Staff Assistance Request Form is posted that the posting was made and that escalation staff has been notified.

ii. SAFETY TRANSFER POLICY

39. Within sixty (60) School Days of the execution and approval of this Stipulation by the Court, DOE will update its current "Family Welcome Center (FWC) Safety Transfer Policy" and public-facing Transfers webpage (<https://www.schools.nyc.gov/enrollment/enrollment-help/transfers>) to make clear that "transfer requests" include those due to alleged student-to-student sexual harassment prohibited under Chancellor's Regulation A-831 and/or alleged student-

to-student bullying, intimidation, harassment, and/or discrimination prohibited under Chancellor's Regulation A-832.

40. DOE shall notify relevant DOE staff about the revision to the FWC Safety Transfer Policy within thirty (30) School Days of posting the updates set forth above in paragraph 39. Defendants' counsel shall certify to Plaintiffs' counsel within five (5) School Days after the revised version of the "Family Welcome Center (FWC) Safety Transfer Policy" is posted on the public-facing Transfers webpage that the posting was made. Defendants' counsel shall share with Plaintiffs' counsel on a confidential basis a copy of the notification sent to relevant DOE staff within five (5) School Days after the notification is made.

iii. CHANCELLOR'S REGULATIONS

41. DOE shall propose revisions to the DOE policies and procedures preventing and addressing student-to-student sexual harassment, currently set forth in Chancellor's Regulation A-831, and student-to-student gender-based harassment, bullying, intimidation, and/or discrimination, currently set forth in Chancellor's Regulation A-832, as set forth in the attached Exhibits C and D (the "Proposed Revisions").

42. DOE shall submit the Proposed Revisions to Chancellor's Regulations A-831 and A-832, or their successor regulations, for approval at a meeting of the Panel for Educational Policy (the "PEP") in accordance with § 2590-g of the New York Education Law ("N.Y. Educ. Law") within ninety (90) School Days of the execution and approval of this Stipulation by the Court, or as soon thereafter if the COVID-19 Closure or any other disruptions impact PEP operations. Notice of the Proposed Revisions to be submitted to the PEP shall be made available pursuant to N.Y. Educ. Law § 2590-g(8), which includes, among other things, notice via the PEP's website and information on how to submit comments regarding the Proposed Revisions.

43. Within ten (10) days of the vote by the PEP on the Proposed Revisions, Defendants' counsel shall notify Plaintiffs' counsel that a vote was held and provide Plaintiffs' counsel with the text of the revised regulations, if they are approved. DOE shall make the revised versions of Chancellor's Regulations A-831 and A-832 available to the public by posting on the DOE website.

44. If the revised Chancellor's Regulations A-831 and A-832 incorporate the Proposed Revisions, then the revised versions of Chancellor's Regulations A-831 and A-832 will have an effective date not later than thirty (30) days from the adoption by the PEP of the revised Chancellor's Regulations A-831 and A-832.

45. DOE shall create a separate, revised A-831 and A-832 Complaint/Reporting Form (the "CR Complaint Form") for students which shall include age appropriate language. DOE shall electronically post the revised Student A-831 and A-832 Complaint/Reporting Form and provide written notification to Principals of the new form. Within ten (10) School Days of the DOE developing the CR Complaint Form, the DOE shall share the CR Complaint Form with Plaintiffs' counsel on a confidential basis. Plaintiffs' counsel shall share any written comments with Defendants' counsel and/or request a meeting with Defendants' counsel within fifteen (15) School Days of the DOE sharing the CR Complaint Form with Plaintiffs' counsel. Within fifteen (15) School Days of Plaintiffs' counsel's request for a meeting, the parties shall meet and confer to engage in further discussions on the content of the CR Complaint Form. The DOE shall revise, post, and notify principals as described herein at the conclusion of the meet and confer process set forth in this paragraph within sixty (60) School Days of the execution and approval of this Stipulation by the Court. Defendants' counsel shall certify to Plaintiffs' counsel within five (5) School Days after the revised Student A-831 and A-832 Complaint/Reporting Form is posted that the posting was made and that Principals have been notified.

46. If the PEP does not approve the Proposed Revisions and the relevant language of the revised Chancellor's Regulations A-831 and A-832, or their successor regulations, or materially modifies the Proposed Revisions, then Plaintiffs' counsel shall have seven (7) days from the notification of the PEP's action to request a meeting with Defendants' counsel to discuss this development. The parties shall meet and confer within thirty (30) days of Plaintiffs' counsel's request to determine an appropriate course of action. Such course of action may include the submission of another set of proposals to the PEP regarding the subject matter of the Proposed Revisions within ninety (90) days of the PEP's vote. Should the parties agree to submit another set of Proposed Revisions to the PEP, DOE shall share the new Proposed Revisions with Plaintiffs' counsel on a confidential basis at least ten (10) days before posting the regulation for public comment in connection with seeking approval from the PEP, and Plaintiffs' counsel shall share any written comments with Defendants' counsel within five (5) days thereafter. If the parties cannot agree upon another set of Proposed Revisions or upon another appropriate course of action, then Plaintiffs' counsel shall have thirty (30) days from the failure to reach agreement on a course of action to make an application to the Court for appropriate relief in light of the development.

47. Within thirty (30) School Days of the adoption of the proposed changes to Chancellor's Regulations A-831 and A-832, DOE shall provide written notification to Principals of the adopted changes. Defendants' counsel shall certify to Plaintiffs' counsel within five (5) School Days after Principals have been notified that said notification was made.

iv. "FREQUENTLY ASKED QUESTIONS" AND INFORMATIONAL MATERIALS

48. By October 31, 2021, DOE shall develop a "Frequently Asked Questions" document (the "FAQ") for parents and students that includes information about how to report and file complaints, the investigation process, and follow-up actions that are required pursuant to DOE

policies and procedures to prevent and address student-to-student sexual harassment and student-to-student gender-based harassment, bullying, intimidation, and/or discrimination.

49. Within ten (10) School Days of the DOE developing the FAQ, the DOE shall share the FAQ with Plaintiffs' counsel on a confidential basis. Plaintiffs' counsel shall share any written comments with Defendants' counsel and/or request a meeting with Defendants' counsel within fifteen (15) School Days of receiving the FAQ. Within fifteen (15) School Days of Plaintiffs' counsel's request for a meeting, the parties shall meet and confer to engage in further discussions on the content of the FAQ.

50. Within thirty (30) School Days of the conclusion of this meet-and-confer process, DOE shall: make the FAQ available on the DOE's public-facing Title IX and Respect for All webpages and on the online complaint portal; add the FAQ content to the written materials prepared by OSYD (available at <https://www.schools.nyc.gov/school-life/policies-for-all/respect-for-all/respect-for-all-handouts>); and issue a written notification to Principals advising them of this resource and that it is a best practice to have hard copies of the FAQ available in a location in the School accessible to parents and, where appropriate, to make copies of the FAQ available to parents and students as well as advise them of relevant resources that explain DOE's policies and procedures to prevent and address student-to-student sexual harassment and student-to-student gender-based harassment, bullying, intimidation, and/or discrimination, when communicating with parents and students regarding such alleged conduct. Within five (5) School Days after the FAQ is posted, Defendants' counsel shall share a copy of the notification sent to principals on a confidential basis and shall certify to Plaintiffs' counsel that FAQ is posted on the DOE website.

51. For the 2022-2023 and 2023-2024 School Years, DOE shall annually: a) direct Principals that by October 31 of each School Year, they must make electronically available to all

School staff, parents, and students written materials prepared by OSYD (available at <https://www.schools.nyc.gov/school-life/policies-for-all/respect-for-all/respect-for-all-handouts>) that explain DOE's policies and procedures to prevent and address student-to-student sexual harassment and student-to-student gender-based harassment, bullying, intimidation, and/or discrimination, including procedures for how to make a report and contact information for parents if the School fails to address their complaint or retaliates against them for making a complaint; and that upon request, they should make copies of Chancellor's Regulations A-831 and A-832 and the materials available at <https://www.schools.nyc.gov/school-life/policies-for-all/respect-for-all/respect-for-all-handouts>, which include the FAQ, available to parents electronically or in hard copy if the parent does not have access to the electronic versions; and b) advise Principals that it is the best practice to advise parents and students of relevant resources that explain DOE's policies and procedures to prevent and address student-to-student sexual harassment and student-to-student gender-based harassment, bullying, intimidation, and/or discrimination, when communicating with parents and students regarding such alleged conduct.

v. TRAINING ON STUDENT-TO-STUDENT SEXUAL HARASSMENT AND/OR STUDENT-TO-STUDENT GENDER-BASED HARASSMENT, BULLYING, INTIMIDATION, AND/OR DISCRIMINATION

52. Before the first day of the 2021-2022 School Year, DOE will update the training materials to be used for the training of students, staff, Principals and investigators, RFA Liaisons, and SHP Liaisons, required under Sections V.D-F of Chancellor's Regulation A-831 and Sections V.D-E of Chancellor's Regulation A-832, as set forth in Exhibit E of this Stipulation. Within fifteen (15) School Days after the beginning of the 2021-2022 School Year, Defendants' counsel will also certify to Plaintiffs' counsel on a confidential basis that the training materials described herein have been updated as set forth in Section 2 of Exhibit E of this Stipulation.

53. Before the first day of the 2022-2023 School Year, presuming that the Proposed Revisions to Chancellor's Regulations A-831 and A-832 are approved by the PEP, DOE will further revise such training materials to reflect the Proposed Revisions (the "Training Updates"). At least sixty (60) days prior the first day of the 2022-2023 School Year, presuming the Proposed Revisions to Chancellor's Regulations A-831 and A-832 are approved by the PEP, the DOE shall share the Training Updates with Plaintiffs' counsel on a confidential basis. Plaintiffs' counsel shall share any written comments with Defendants' counsel and/or request a meeting with Defendants' counsel within fifteen (15) School Days thereafter. Within fifteen (15) School Days of Plaintiffs' counsel's request for a meeting, the parties shall meet and confer to engage in further discussions on the content of the Training Updates.

54. No later than the first two (2) weeks of the 2021-2022 School Year, the DOE shall direct: (a) Principals to use the updated training materials set forth in paragraph 52 to provide the training for students and staff required by the above noted provisions of Chancellor's Regulations a-831 and A-832; (b) relevant staff to use the updated training materials set forth in paragraph 52 to provide the training for Principals, investigators, and SHP Liaisons required by the above-noted provisions of Chancellor's Regulations A-831 and A-832. Defendants' counsel shall share a copy of these directives with Plaintiffs' counsel on a confidential basis within five (5) School Days of the directives being issued.

55. No later than the first two (2) weeks of the 2022-2023 and 2023-2024 School Years, DOE shall direct: (a) Principals to use the updated training materials set forth in paragraph 53, which reflect the content in Exhibit E and the Training Updates described above, to provide the training for students and staff required by the above noted provisions of Chancellor's Regulations a-831 and A-832; and (b) relevant staff to use the updated training materials set forth in paragraph

53, to provide the training for Principals, investigators, and SHP Liaisons required by the above-noted provisions of Chancellor's Regulations A-831 and A-832. Defendants' counsel shall share a copy of the directives sent to Principals and relevant staff with Plaintiffs' counsel on a confidential basis within five (5) School Days of the directives being issued.

56. Beginning in the 2022-2023 School Year, and continuing in the 2023-2024 School Year, the DOE will direct returning RFA Liaisons and SHP Liaisons to attend annual refresher training before the conclusion of each School Year.

vi. WEBSITES RELATED TO STUDENT-TO-STUDENT SEXUAL HARASSMENT AND STUDENT-TO-STUDENT GENDER-BASED HARASSMENT, BULLYING, INTIMIDATION, AND/OR DISCRIMINATION

57. DOE shall make the following updates to the specified DOE websites within sixty (60) School Days of the execution and approval of this Stipulation, and Defendants' counsel shall provide Plaintiffs' counsel with the relevant link(s) to the websites within five (5) School Days of DOE updating the content:

- a. The public-facing Title IX and Respect for All webpages will include a link to the Complaint/Reporting form and online complaint portal.
- b. The public-facing DOE Find a School webpages will provide the names of SHP and RFA Liaisons.
- c. The public-facing Title IX webpage will provide the names of the Title IX Liaisons and their email, phone, and their corresponding Schools or geographic jurisdictions.
- d. The public-facing Title IX webpage will include a link to the public Respect for All webpage which contains information pertaining to the Escalation Staff Assistance Request Form and an explanation of the Escalation Protocol.

III. REPORTING

A. REPORTS TO PLAINTIFFS' COUNSEL

58. For the duration of the Stipulation Period, by the end of the last week in August, Defendants' counsel will provide to Plaintiffs' counsel on a confidential basis annual reports containing the following information:

- a. Confirmation that the following certifications in the Consolidated Plan for each School, required under Chancellor's Regulation A-831, were completed:
 - i. Certification that students have been provided with information and training on the policy and procedures in Chancellor's Regulation A-831;
 - ii. Certification that staff members, including non-instructional staff, have been provided with the information and training required by Chancellor's Regulation A-831;
 - iii. Certification that the principal and the individual designated to conduct investigations as set forth in Chancellor's Regulation A-831 have received the training required by the regulation; and
 - iv. Certification that SHP Liaison has or will receive the training required by Chancellor's Regulation A-831.
- b. Confirmation that the following certifications in the Consolidated Plan for each School, required under Chancellor's Regulation A-832, were completed:
 - i. Certification that at least one (1) RFA Liaison has or will receive the training required by the regulation;

- ii. Certification that students have been provided with information and training on the policy and procedures in Chancellor's Regulation A-832; and
 - iii. Certification that staff members, including non-instructional staff, have been provided with the information and training required by Chancellor's Regulation A-832.
- c. Beginning in the August 2023 report, certification of the number of Schools where SHP Liaisons and RFA Liaisons have not attended the annual refresher training, if any.

59. By December 30 for each year of the Stipulation Period, Defendants' counsel will provide to Plaintiffs' counsel the number of Schools, if any, that did not certify that the required information and trainings were provided as set forth in paragraph 58a.i-iii and 58b.ii-iii, by October 31.

IV. MONETARY AGREEMENT

60. Plaintiffs' claims for damages will be resolved as set forth below, subject to the Court's approval of Plaintiffs' Infant Compromise applications, where required, and pursuant to C.P.L.R. § 5003-a:

- a. The City of New York hereby agrees to pay the total sum of SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$700,000.00) on behalf of all Defendants, in full satisfaction of all claims for compensatory damages that Jane Doe, Anna Doe, Maria Doe, and Lisa Doe claimed or could have raised in this action in the form of a single check to be made to LEGAL SERVICES NYC as counsel for Plaintiffs and mailed to 40 Worth Street, Suite 606. NY. NY 10013, to be distributed by counsel to Plaintiffs.

61. Upon execution of this Stipulation and Order, Plaintiffs shall each execute releases for the payment set forth in paragraph 60, and the terms set forth therein. Plaintiffs also shall each complete a substitute W-9 form in order to receive the payment set forth in paragraph 60. Payment of the amount specified in paragraph 60 is conditioned upon delivery of all documents reasonably necessary to effectuate this Stipulation and Order as described in paragraph 60 and this paragraph.

62. Defendants agree that Plaintiffs are entitled to counsel fees and costs as though they are prevailing parties. The parties agree to attempt to negotiate the amount of such counsel fees and costs for work done up to entry of this Stipulation and Order of Settlement. If they are unable to agree on an amount within one hundred twenty (120) days of the date that this Stipulation is approved by the Court, Plaintiffs may submit an application for counsel fees and costs to the Court, and Defendant reserves the right to respond to such an application in a manner that is consistent with this paragraph.

63. Plaintiffs may also seek reasonable attorneys' fees for any work performed after entry of this Stipulation and Order of Settlement in relation to the implementation of this Stipulation and Order of Settlement and the terms set forth therein. The parties shall make good-faith efforts to reach an agreement as to the amount of attorneys' fees for any work performed after entry of this Stipulation and Order of Settlement. If the parties are unable to reach agreement, they will seek a judicial conference.

64. Plaintiffs shall each execute a separate release for the payment of attorneys' fees and costs pursuant to paragraphs 62 and 63 upon the resolution of such claims and prior to any payments being made pursuant to those paragraphs.

V. ADMINISTRATION OF STIPULATION, ORDER OF SETTLEMENT, AND GENERAL PROVISIONS

65. This Stipulation and Order of Settlement may be executed in counterparts, and exchanged by facsimile or email.

66. This Stipulation and Order of Settlement shall be binding on DOE, as well as on Plaintiffs.

67. This Stipulation and Order of Settlement is not binding upon the City, which is a separate and distinct legal entity from the DOE and is thus not a proper party to this action. Thus, any references to Defendants' obligations in the remainder of this section do not apply to the City.

68. This Stipulation and Order of Settlement is solely for the purpose of settlement, and does not reflect the positions of the parties in any other judicial or administrative action or proceeding. Any party may use this Stipulation and Order of Settlement in connection with any subsequent action or proceeding pertaining to this Stipulation and Order of Settlement. In addition, during the Stipulation Period, any party may seek to admit this Stipulation and Order of Settlement in other, future litigation concerning incidents and/or issues similar to those at issue here.

69. The parties to this Stipulation and Order of Settlement shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Stipulation and Order of Settlement prior to bringing such matters to the Court for resolution.

70. Following the entry of this Stipulation and prior to the expiration of the Stipulation Period, Plaintiffs may request an annual meet and confer with Defendants should Plaintiffs have concerns regarding widespread issues arising from implementation of this Stipulation other than non-compliance as defined below. Defendants will take Plaintiffs' concerns and any recommendations under advisement, but nothing in this Stipulation requires Defendants to act on

or take any affirmative action based on the suggestions or comments that arise during any such meet and confer(s).

71. If at any time following September 1, 2022 and prior to the expiration of this Stipulation, Plaintiffs believe DOE has failed to comply with the terms of this Stipulation, the parties shall make good faith efforts to meet and confer before the filing of a motion or otherwise contacting the Court regarding the alleged noncompliance with the terms of this Stipulation and Order of Settlement. In particular, Plaintiffs' counsel shall provide written notice to Defendants' counsel, detailing specific evidence of non-compliance with specific term(s) of this Stipulation. Within fourteen (14) days of such written notice, Defendants' counsel shall provide a written explanation detailing how DOE has or intends to cure/comply with the particular term(s) of the Stipulation. In the event that Plaintiffs continue to believe in good faith that there is a compliance problem, Plaintiffs' counsel may then provide written notice within seven (7) days of receipt of Defendants' counsel's written explanation requesting an in-person meeting. Within fourteen (14) days of such request, or upon an alternatively agreed upon time, Plaintiffs' counsel and Defendants' counsel shall meet in person to discuss any remaining compliance issues and work in good faith to address the issues. If the parties cannot agree on a resolution of the issues, Plaintiffs may make an application to the Court within twenty-one (21) days of the meeting seeking appropriate relief.

72. For the purposes of this Stipulation, and any enforcement action, only the following items constitute failure to comply with the terms of this Stipulation:

- a. Failure to update and make electronically available to relevant DOE staff the SOPM and Reevaluation Referral Guidelines, as described in Section II.A.i, paragraphs 24-26;

- b. Failure to issue the Considering Trauma in Special Education Evaluations and IEP Development guidance document, to post that document, and to issue a written notification to Principals, as described in Section II.A.ii, paragraph 28;
- c. Failure to provide Plaintiffs' counsel with the information as described in Section II.A.ii, paragraphs 30-31;
- d. Failure to develop a professional learning resource incorporating relevant information from "Considering Trauma in Special Education Evaluations and IEP Development" and to offer at least two (2) professional learning sessions to IEP team members, and to provide Plaintiffs with the information as described in Section II.A.ii, paragraph 29;
- e. Failure to incorporate relevant information from "Considering Trauma in Special Education Evaluations and IEP Development" on DOE's family-facing website, as described in Section II.A.ii, paragraph 34;
- f. Failure to include language in the FAQ that references the fact that, if parents have concerns about the effects of trauma on their child's educational experience and performance, parents may consult with their student's IEP team and discuss such concern, as described in Section II.A.ii, paragraph 35;
- g. Failure to revise the Internal Escalation protocol to permit parents to seek assistance for the reasons set forth in Section II.B.i., paragraph 36(d), and to provide written notification to staff, to revise and post electronically the Escalation Staff Assistance Request Form, and to provide Plaintiffs' counsel with the information, as described in Section II.B.i, paragraphs 37-38;

- h. Failure to update the “Family Welcome Center (FWC) Safety Transfer Policy” and public-facing Transfers webpage, and to provide Plaintiffs’ counsel with the information described in Section II.B.ii, paragraphs 39-40;
- i. Failure to submit the Proposed Revisions to Chancellor’s Regulations A-831 and A-832 to the PEP, as described in Section II.B.iii, paragraphs 41-42;
- j. Failure to provide written notification to Principals of the adopted changes, as described in Section II.B.iii, paragraph 47;
- k. Failure to revise and post the Student A-831 and A-832 Complaint/Reporting Form and to provide written notification to Principals of the new form, as described in Section II.B.iii, paragraph 45;
- l. Failure to develop an FAQ for parents and students that includes information about how to report and file complaints, the investigation process, and follow-up actions that are required pursuant to DOE policies and procedures to prevent and address student-to-student sexual harassment and student-to-student gender-based harassment, bullying, intimidation, and/or discrimination, as described in Section II.B.iv, paragraph 48;
- m. Failure to make the FAQ available on the DOE’s public-facing Title IX and Respect for All webpages and on the online complaint portal, to add the FAQ content to the written materials prepared by OSYD, and to issue a written notification to Principals advising them of this resource and that it is a best practice to have copies of the FAQ available in a location in the School accessible to parents and, where appropriate, to make copies of the FAQ available to parents and students as well as advise them of relevant resources

that explain DOE's policies and procedures to prevent and address student-to-student sexual harassment and student-to-student gender-based harassment, bullying, intimidation and/or discrimination when communicating with parents and students regarding such alleged conduct, and to provide Plaintiff's counsel with the information described in Section II.B.iv, paragraph 50;

- n. Failure to direct each Principal to make electronically available to all School staff, parents, and students written materials prepared by OSYD (available at <https://www.schools.nyc.gov/school-life/policies-for-all/respect-for-all/respect-for-all-handouts>) that explain DOE's policies and procedures to prevent and address student-to-student sexual harassment and student-to-student gender-based harassment, bullying, intimidation, and/or discrimination, including procedures for how to make a report and contact information for parents if the School fails to address their complaint or retaliates against them for making a complaint, and that upon request, they should make such materials available to parents electronically or in hard copy if the parent does not have access to the electronic versions, as described in Section II.B.v, paragraph 51;
- o. Failure to update the training materials and to direct staff to utilize the updated training materials for students and staff, as described in Section II.B.v, paragraphs 52-55;
- p. Failure to direct returning RFA Liaisons and SHP Liaisons to attend annual refresher training, as described in Section II.B.v, paragraph 56;
- q. Failure to update the DOE websites related to student-to-student sexual harassment and student-to-student gender-based harassment, bullying,

intimidation, and/or discrimination Chancellor's Regulations A-831 and A-832 as described in Section II.B.vi, paragraph 57;

- r. Failure to meet and confer with Plaintiffs' counsel as necessary and/or required as described in the following provisions of this Stipulation:
 - i. Section II.A.ii, paragraph 32;
 - ii. Section II.B.iii, paragraphs 45-46;
 - iii. Section II.B.iv, paragraph 49;
 - iv. Section II.B.v, paragraph 53; and
 - v. Section V, paragraph 74;
- s. Failure to provide reports to Plaintiffs as described in Section III.A, paragraphs 58-59;
- t. Failure to issue payment as described in Section IV, paragraph 60.

73. The parties agree that this agreement fully settles all claims. The parties agree that Defendants shall comply with all terms of the Stipulation and that Plaintiffs shall not seek any further relief with respect to the claims asserted in the Complaint during the Stipulation Period, except as set forth in Section V, paragraphs 71 and 72 of this Stipulation.

74. In the event Defendants intend to make any material changes during the Stipulation Period to the documents, training, and other related materials set forth in Section II.B.i and II.B.iii-vi in order to comply with a change in federal Title IX regulations and controlling guidance that may occur as a result of President Biden's *Executive Order on Guaranteeing an Educational Environment Free from Discrimination on the Basis of Sex, Including Sexual Orientation or Gender Identity* (Mar. 8, 2021), and the review process commenced by the U.S. Department of Education of the federal Title IX regulations which took effect August 14, 2020, Defendants shall

provide Plaintiffs with notice and an opportunity to meet and confer. If Plaintiffs believe that the proposed changes will result in Defendants' noncompliance with their obligations under the Stipulation set forth in Sections II.B.i and II.B.iii-vi, Plaintiffs may invoke the noncompliance provisions set forth in Section V, paragraph 71.

75. Except as set forth in Section V, paragraph 74, nothing herein precludes Defendants from complying with changes in controlling federal, state, or local laws or policies, and implementing regulations, rules, and guidance.

76. Nothing herein precludes Defendants from making any non-material changes to any of the relief set forth in Section II of this Stipulation.

77. Throughout the Stipulation Period, the United States District Court for the Eastern District of New York shall retain jurisdiction to enforce the terms of this Stipulation upon the filing of an appropriate motion by any party. The parties shall request that the Court indicate in the docket that it is retaining jurisdiction over this Stipulation. Upon the finding of good cause shown, the Court may grant such relief as it deems just and proper, including but not limited to: (a) extending the terms of the Stipulation, in whole or in part, by one (1) School Year, although Plaintiffs are limited to seeking no more than two (2) such extensions of the Stipulation Period; (b) modifying the Stipulation by, *inter alia*, modifying the definition of Stipulation Period, requiring more training, and/or policy changes; and/or (c) holding the parties in contempt for their noncompliance. If the Court extends the term of the Stipulation and/or orders additional relief, the Court may award Plaintiffs reasonable attorneys' fees and costs for their noncompliance application.

78. The parties shall sign all documents necessary to provide the Hon. Pamela K. Chen with jurisdiction over this matter.

79. The items and terms set forth in this Stipulation shall be effective only for the duration of the Stipulation Period or any extension thereof as mandated by the Court pursuant to Section V, paragraph 77 above.


80. If DOE is unable to meet a deadline or other requirement set forth in this Stipulation due to causes beyond DOE's control (a "Force Majeure Event"), DOE's failure shall be disregarded for the purposes of determining whether DOE is in compliance with the terms of this Stipulation. Should DOE invoke this paragraph, Defendants' counsel shall notify Plaintiffs' counsel in writing as soon as practicable (but not later than twenty (20) days after DOE knew such Force Majeure Event would cause DOE to fail to satisfy a term of this Stipulation), providing a description of the event and notice of the length of the delay ("Force Majeure Notice"). DOE will adopt all reasonable measures to avoid or minimize any such delay.

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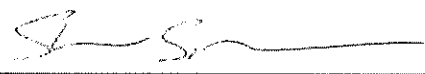
Dated: New York, New York
August 20, 2021

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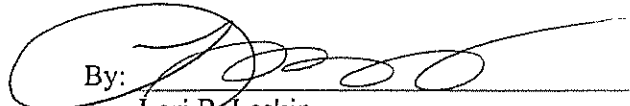
By: 

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LLP
250 West 55th Street
New York, New York 10019
Attorneys for Plaintiffs

By: 

Lori B. Leskin

SO ORDERED:

HONORABLE PAMELA K. CHEN
UNITED STATES DISTRICT COURT JUDGE