

Resolution Agreement  
Metropolitan Nashville Public Schools  
OCR Complaint Number 04-09-1123

The U.S. Department of Education Office for Civil Rights (“OCR”) in 2009 initiated an investigation of the Metropolitan Nashville Public Schools (the “District or “MNPS”) after receiving a complaint that alleged discrimination on the basis of race in violation of Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. Sections 2000d *et seq.*, and its implementing regulation, 34 C.F.R. Part 100.

By entering into this Agreement, the District does not admit to any violation of Title VI, with regard to the allegation in the complaint or otherwise. Nothing contained in this Agreement shall be considered, construed, or used as an admission of liability, statutory or regulatory violation, or of any other illegal act by the District. To ensure compliance with Title VI and to resolve the complaint, the District voluntarily agrees to take the following actions:

**1. Supplemental Resources**

- a. The District will demonstrate to OCR that it has provided supplemental resources to schools in the Pearl Cohn cluster pursuant to the District’s 2009 Student Assignment Plan, and for at least the duration of the monitoring of this Agreement, the District will continue to provide the same per-pupil amount of supplemental resources to those schools.
- b. The District also agrees that it will expand its supplemental assistance to particular categories of students by implementing a weighted student funding formula for all schools for at least the next three years, beginning in the 2015-16 school year. The formula will ensure that higher levels of funding will be provided to schools with greater numbers of students in certain subgroups such as high-poverty students, academically underperforming students, special education students, and English language learners. The 2015-2016 version of the formula is attached as Exhibit A. The per-pupil funding in 2015-2016 of all schools in the District under this formula, is reflected in the attached Exhibit B. The District will, at a minimum, provide supplemental assistance consistent with the weighted student formula for at least the next three years. The District will ensure that resources and supports are directed to the specific needs of learners, including learners in the aforementioned groups, and that school leaders allocate funding to provide academic supports for students, including students in the aforementioned groups.

**Reporting Requirements:**

- a. By August 30, 2015, the District will provide OCR with the following

- i. Evidence of the provision of the supplemental resources outlined in the 2009 Student Assignment Plan to Pearl Cohn cluster schools through the date of the report.
  - ii. Evidence of the provision of the supplemental resources outlined in the 2009 Student Assignment Plan to other schools as stated in the 2009 Plan, (including those located outside of Pearl Cohn), through the date of the report.
  - iii. Evidence of the provision of an adequate number of textbooks at schools in the Pearl-Cohn cluster to ensure textbook parity with the District's other schools.
- b. The District has provided OCR data showing the proposed funding for District schools for the 2015-2016 school year pursuant to the weighted student funding formula (Exhibit B). For at least the next three years:
- i. The District will provide to OCR by March 31, 2016 or within 30 days of establishment of the formula for the upcoming school year, whichever is later, and continuing annually thereafter until monitoring of this Agreement is closed, a detailed explanation of the weighted student formula for the upcoming school year and the per pupil allocations established pursuant to the weighted student formula if different from the previous year, and in a format similar to that proposed for the 2015-16 school year.
  - ii. By August 31, 2015, and annually thereafter for at least the duration of the monitoring of this Agreement, the District will annually provide OCR with the school improvement plans and proposed budgets for the upcoming school year for the schools that are to receive supplemental assistance as per the weighted student funding formula in Exhibit B.
  - iii. By August 31, 2016, and annually thereafter for at least the duration of the monitoring of this Agreement, the District will annually provide OCR with evidence showing that, at a.) at a minimum, the amounts of supplemental assistance calculated based on the weighted student funding formula have been provided to schools and b.) for each school receiving supplemental assistance consistent with Action Item 1 b), a general description of how the supplemental assistance was utilized by the school.

**2. Enhanced Communication with Parents in Zoned Choice Areas**

- a. For the 2016-2017 school year, the District will make follow up contact as necessary to obtain an affirmative response, regarding school choice, from the parents of 100% of students who reside in the Pearl Cohn area and attend a school located in the Pearl Cohn area. For subsequent school years in which this agreement remains in effect, the District will make follow up contact with parents of students residing in the Pearl Cohn area as

necessary to obtain an affirmative response, regarding school choice, from the parents of 100% of students in entry grades.

- b. For the 2016-2017 school year, with sufficient time prior to the deadline for families to declare a school choice, the District will provide selection materials explaining school choice options to parents of 100% of students residing in zoned choice areas. The District will provide such materials in a variety of mediums, including in a written, non-electronic format, and will include a profile of the relevant zoned school and the zoned-option school including information about school performance, student enrollment and educational programs at each school and an explanation of the transportation options that are available to both the relevant zoned school and the zoned-option school. ii) All communiques concerning school choice options will be provided in a format that provides a clear, easily understood explanation of school performance, student enrollment and educational programs at relevant schools and available transportation options. iii) Prior to any future distribution of materials to parents, the District will provide any proposed materials to OCR for review and approval. The District will proceed to use its selection of materials unless within thirty days of the date of submission to OCR, OCR provides the District alternative recommendations. The District will update the profiles annually to reflect changes in enrollment, school performance, and educational programs. The District will continue to distribute written materials to parents via postal mail in addition to openly displaying such information at schools.

**Reporting requirements:**

For the duration of the monitoring of this Agreement:

By December 30<sup>th</sup> of each year, and annually thereafter for at least the duration of the monitoring of this Agreement, the District will provide to OCR:

- a. Copy of the annual School Choice Report for Zoned Options.
- b. Description of the methods and steps the District will use to achieve the goal of a 100% response rate and a copy of all flyers or other written materials to be used for outreach to parents and the community.
- c. A sample packet to be sent to parents related to the upcoming school year, including: (1) for students in zoned choice areas, the zoned school and zoned-option school profiles, the accompanying letter and choice form and (2) for other students, a sample packet explaining school choice options.
- d. A summary report for the zoned option enrollment process for students residing in the Pearl Cohn area. The summary report<sup>1</sup> will include:
  - i. The number of students that reside within the zoned option area.
  - ii. The number of students that were sent a zoned option letter.

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<sup>1</sup> This report can be submitted based upon information tracked at the school level.

- iii. The number of resident students in each transition grade level.
  - iv. The number of students who replied to the zoned option letter with a choice.
  - v. The number of students who did not reply and were sent a second letter.
  - vi. The number of students who remained on the nonresponse list and the disposition of each.
  - vii. For each student who remained on the nonresponse list, a report that lists per student all the efforts made to contact that student, including phone calls and visits.
- e. A report showing the rates at which students residing in the zoned choice areas are enrolled in their zoned schools, their zoned option school or another school choice within MNPS.

### **3. Promotion of Diverse Schools**

The District will implement its Diversity Management Plan consistent with Title VI. In doing so, the District will endeavor to not increase racial isolation of students within the District<sup>2</sup>

#### **Reporting requirements:**

By May 30, 2015 and thereafter by May 30 of each year until OCR closes the monitoring of this Agreement, the District will provide OCR with: a) a copy of all findings and recommendations of the Student Assignment Task Force referenced in Section I of the Diversity Management Plan; b) a copy of all reports and recommendations presented to the Student Assignment Task Force and any actions proposed or taken based upon those reports, including all alternatives considered by the District; and c) a copy of all reports generated by the Student Assignment Task Force, if any.

### **4. Evaluation of Effectiveness of Transfer Options**

By December 30, 2015, the District will conduct a study of the 2015-2016 school year choice options that will include, but not be limited to, a survey of a sample of Pearl Cohn cluster parents, to identify the barriers, if any, for students residing in the Pearl Cohn area to select choice schools. If any of the barriers relate to District policies, procedures or practices, or indicate a need for outreach to parents and students in the Pearl Cohn cluster, the District will develop and upon OCR approval, implement, a plan for addressing the barriers.

#### **Reporting requirements:**

By December 30, 2015, the District will provide OCR with a report demonstrating that it has conducted the study required by this Item of the Agreement; a description

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<sup>2</sup> <http://www2.ed.gov/about/offices/list/ocr/docs/guidance-ese-201111.htmlfor>.

of the data examined and any barriers identified as a result of the study; and, a copy of the plan developed in accordance with this Item.

By March 30, 2016, the District will demonstrate that it has implemented any plan developed in accordance with this item if applicable.

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 for at least the next three years. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with Title VI. The Agreement will remain in effect until November 30, 2018, unless OCR notifies the District in writing thirty (30) business days in advance of this date that the District has not complied with the Agreement. OCR's obligation to notify the District in writing that it has not complied with the Agreement thirty (30) business days in advance of November 30, 2018, is contingent upon the District's timely submission of the reports and information that are required by the terms of this Agreement; further, all reports and information that the District submits must contain all of the information that is required in order for OCR to determine whether the District is in compliance with Title VI. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as may be necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with Title VI and the implementing regulation at 34 C.F.R. Part 100.

The District 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 the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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Superintendent

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Date