

RESOLUTION AGREEMENT
Brevard County Schools
Complaint Number 04-16-1010

The U.S. Department of Education, Office for Civil Rights (OCR) and Brevard County Schools (District) enter into this agreement to resolve the allegations in the above-referenced complaint. The District assures OCR that it will take the following actions to comply with the requirements 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, which prohibits discrimination on the basis of race, color, and national origin by recipients of Federal financial assistance from the Department.

To resolve the issues of this investigation, the District agrees to implement the following actions.

Section I: Student-Focused Remedies

Notice to Complainants

1. **Within thirty (30) calendar days of the execution of this Agreement**, the District will provide the Complainants with written notification (via certified mail, return receipt requested) and via e-mail:
 - a. inviting the Complainants to re-enroll the Student in the District;
 - b. offering counseling to the Student in order to remedy the effects of the hostile environment on the basis of race that the Student endured during the 2014-2015 school year. The District will provide the Complainants with a list of qualified counselors employed by the District (e.g. Guidance Counselors). The Complainants will select the counselor on behalf of the Student. If the Complainants elect to pursue counseling on behalf of the Student, the District will immediately begin providing the services. The amount of counseling time will be determined by the counselor after meeting with and evaluating the Student. The District's counseling offer will expire forty-five (45) calendar days after the date of the District's letter to the Complainants; and
 - c. offering that should the Student return to any school in the District, **within 5 (five) days after the Student's return**, the District shall meet with the Student and/or the Complainants to identify steps to be taken by the District and/or school to eliminate any hostile environment or other supports to be provided to remedy the hostile environment created during the 2014-2015 school year. Within 30 days after the Student's return, the District will complete all identified steps to eliminate the hostile environment and provide any other individual remedies identified by the District through consultation with the Complainants.

Reporting Requirements: Within ninety (90) days of the execution of this Agreement, the District will provide OCR with a copy of the letter and e-mail to the Complainants. The District will also provide OCR with copies of any communication(s) from the Complainants in response to the District's letter.

Within ninety (90) days following the Student's return to the District, the District will provide OCR with evidence of the steps undertaken and provision of individual remedies provided.

Section II: School Climate

2. **Within ninety (90) days of the execution of this Agreement,** the District will provide to OCR for its review and approval the climate survey it proposes to use and the methods by which it will administer the surveys in order to maximize the response rate.
3. **Within thirty (30) days of OCR's approval of the survey instrument and methodology for survey administration,** the District will administer a comprehensive climate survey to students, teachers/staff, and parents/guardians at the School to measure the perceptions of students and other members of the School community in connection with racial harassment.
4. **Within one hundred and twenty (120) days of the execution of this Agreement,** the District will review all complaints, grievances, or other reports of race-based harassment at the School during the 2016-2017 and 2017-2018 school years (up to 30 days before the monitoring report), as well as the responses to those reports of harassment.
5. **Within ninety (90) days after the climate survey is administered,** the District will prepare a written analysis of the information gathered during the climate survey and review of complaints, grievances, or other reports of racial harassment; and develop a written plan setting forth proactive steps to address any areas of concern identified by Items 3 and 4 above.

Reporting Requirement: Within ninety (90) days of the execution of this Agreement, the District will provide to OCR for its review and approval the draft climate survey and information regarding the climate survey administration methods in accordance with Item 2 above.

Within ninety (90) days after the climate survey is administered, the District will provide to OCR for its review and approval: (1) a copy of the climate survey results, (2) a copy of all complaints, grievances, or other reports of race-based harassment at the School during the 2016-2017 and 2017-2018 school years (up to 30 days before the monitoring report), and (3) the written analysis of the results and the written plan to address any areas of concern identified through the climate survey and complaint review conducted in accordance with Item 5 above.

Within ten (10) months after the climate survey is administered, the District will document the steps it has taken to implement the written plan developed in accordance with this Section of the Agreement.

Section III: Staff Training

6. **Within one-hundred and twenty (120) days of the execution of this Agreement**, the District will train administrators, faculty and staff at Freedom 7 Elementary School on Title VI including, but not limited to:
 - a. how to communicate with appropriate parties, including the complainant and the accused, regarding the existence, investigation, and outcome of the complaint,
 - b. how to develop effective and appropriate remedies when a racially hostile environment has been found to have occurred, and
 - c. the appropriate disciplinary measures for violations of the anti-harassment policy in accordance with the District's code of conduct.

Reporting Requirement: **Within one-hundred and twenty (120) days of the execution of this Agreement**, the District will provide documentation to OCR demonstrating that the District has conducted training pursuant to this Item. The documentation shall include: (1) the date of the training session; (2) sign-in sheet documenting the personnel who attended the training session and their job title; (3) a description of the presenter's background and qualifications; (4) a copy of the agenda and the training materials disseminated; and (5) certification that the materials were provided to any staff unable to attend the training due to an emergency or other excused absence.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement, OCR may visit the District, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI at 34 C.F.R. §100.3, which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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.

This Resolution Agreement will become effective immediately upon the signature of the Superintendent or his/her Designee below.

Superintendent (or Designee)
Brevard County Schools

Date