

Orange County School District, Florida
Complaint Number 04-16-1179
Resolution Agreement

The U.S. Department of Education, Office for Civil Rights (OCR) and the Orange County School District, Florida (District) enter into this Resolution Agreement (Agreement), pursuant to Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 *et seq.*, and its implementing regulation, 34 C.F.R. Part 106. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District pursuant to Title IX.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. OCR has not issued findings concerning issues of the above-referenced case number. The Agreement has been entered into voluntarily between the parties. Accordingly, to ensure compliance with Title IX and resolve the issues of Complaint Number 04-16-1179, the District voluntarily agrees to take the following actions.

Section I: Student-Focused Remedies

Counseling

1. **Within ten (10) days of the execution of this Agreement**, the District will contact the Student in writing (via certified mail, return receipt requested) and via e-mail to offer up to five (5) hours of counseling to be provided by the District to the Student, to remedy the effects of any hostile environment created during the 2014 - 2015 school year. The District will offer to provide a minimum of one (1) counseling session per week for a total of five (5) weeks. The District will provide the Student with a list of qualified counselors employed by the District and the Student will select the counselor. If the Student consents to counseling, the Student will coordinate the counseling sessions directly with the selected counselor. The District's counseling offer will expire forty-five (45) days after the date of the District's letter to the Student.

Reporting Requirements:

Within sixty (60) days of the execution of this Agreement, the District will provide OCR a copy of the letter and e-mail to the Student identified in Item #1, above. The District will also provide OCR with a copy of any communication(s) from the Student in response to the District's letter offering counseling for the Student. If the Student consents to counseling, **within 180 days of the execution of this Agreement**, the District will provide OCR with a copy of documentation reflecting that the District provided all counseling sessions, as detailed in Item #1 above.

Section II: Notices of Nondiscrimination and Grievance Procedures

- A. By October 1, 2018, the District will, subject to OCR's review and approval revise all notices of nondiscrimination to notify applicants for admission and employment, students and parents of elementary and secondary school students, and employees as follows: (a) that the District does not discriminate on the basis of sex in the educational and employment programs and activities which it operates, and that the District is required by Title IX to not discriminate in such a manner; (b) the name, office, address and telephone number of the appointed employee or employees designated to coordinate its efforts to comply with and carry out its responsibilities under the Title IX regulation; and (c) that inquiries concerning Title IX may be referred to the Title IX coordinator or to OCR.
- B. By October 1, 2018, the District will, subject to OCR's review and approval, revise its grievance procedures to ensure that procedures applicable to complaints of discrimination on the basis of sex provide for: (a) notice of the grievance procedures, including where complaints of sex discrimination may be filed; (b) application of the grievance procedures to complaints filed by students or on their behalf alleging discrimination on the basis of sex, including sexual harassment and harassment based on sex carried out by employees, other students, or third parties; (c) provision for adequate, reliable and impartial investigation of complaints, including the opportunity for both parties to present witnesses and evidence; (d) designated and reasonably prompt time frames for the major stages of the complaint process, including a reasonable time for filing complaints and an explanation that the District is responsible for responding to sexual harassment complaints of which it has notice even if it does not receive a complaint within a specified time frame; (e) an assurance that the school will take steps to prevent recurrence of any harassment and remedy discriminatory effects on the complainant and others, if appropriate; (f) removal of the phrase "substantially interfering" or "substantially disrupting" from the *Title IX Sex Discrimination Grievance/Complaint Procedures* or any substitute definition or policy that the District may develop; and, (g) notice that a school has an independent obligation under Title IX to address allegations of sexual harassment regardless of police involvement and pending criminal matters.
- C. Within **sixty (60) days** of OCR's approval of the revisions required by paragraphs A and B above, the District will adopt, publish and disseminate the revised notices of nondiscrimination and grievance procedures in all electronic and any printed materials that include such notices, if used.

REPORTING REQUIREMENT:

- (a) By October 1, 2018, the District will provide OCR a draft of the revisions required by Action Item 1 (A) and (B) for review and approval;
- (b) Within **sixty (60) days** of OCR's approval of the revisions, the District will provide OCR a copy of the final revisions; evidence of publication and distribution of the revisions, including a link to materials published on the District's website; and, evidence that the District provided notice of the revisions to all of the District's faculty, staff and students; and,
- (c) By January 7, 2019, if the District complied with paragraph (b) above by using inserts for printed materials, the District will provide OCR a copy of the materials that were reprinted as provided in Action Item (D) and evidence of publication and distribution of the reprinted materials.

Section 3 – Staff Training

By August 1, 2019, the District will provide training to all faculty and staff on the revised notices and procedures under Action Item 1. The training should include: (a) training to all faculty and staff on the Title IX and legal standards prohibiting discrimination on the basis of sex, including sexual harassment and harassment based on sex; (b) training to all faculty and staff on the notices and grievance procedures revised in accordance with Action Item 1; (c) training to the Title IX Coordinator and staff responsible for investigations on how to investigate complaints of discrimination and harassment and how to ensure appropriate remedial and interim measures are taken to ensure a student is not denied or limited in his/her ability to participate in or benefit from the educational program.

REPORTING REQUIREMENT:

By August 1, 2019, the District will provide documentation to OCR demonstrating that the District provided training pursuant to this Item. The documentation shall include: (1) the date of the training sessions; (2) name and title of the faculty and staff who attend the training sessions (including dated sign-in sheets with the attendees' names, titles and work locations); (3) the total number of staff members not in attendance and the measures taken by the District to ensure that each staff member is provided the training materials and an opportunity to ask questions to clarify the training materials; (4) a description of the presenter's background and qualifications; and (5) a copy of the agenda and the training materials disseminated.

The District understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with

the regulations implementing Title IX, at 34 C.F.R. §§ 106.8(a) and (b) and 106.9, which were at issue in this case.

The District also 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, 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 regulations implementing Title IX, at 34 C.F.R. §§ 106.8(a) and (b) and 106.9, which were at issue in 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.

_____/s/_____
Superintendent (or Designee)
Orange County School District

8/21/18
Date