

**Brevard County School District, Florida**  
**Complaint Number 04-18-1361**  
**Resolution Agreement**

The U.S. Department of Education, Office for Civil Rights (OCR), and the Brevard County School District (District), Florida, enter into this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to comply with the requirements of Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 *et seq.*, and its implementing regulation at 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex by recipients of Federal financial assistance from the Department.

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. Accordingly, to ensure compliance with Title IX and resolve the issues of Complaint Number 04-18-1361, the District voluntarily agrees to the following actions.

***Section I: Internal Investigation***

1. **Within thirty (30) days of the execution of this Agreement**, the District will: (a) assess the totality of the facts collected pursuant to its internal investigation into the Complainant's internal complaint of sex harassment and determine whether the conduct substantiated by the investigation includes conduct based on sex, including sex stereotyping, that created a hostile environment, thereby denying or limiting the Student's ability to participate in or benefit from the educational program at the Student's school, in noncompliance with Title IX; (b) provide the Complainant and the parents/guardians of the accused student, notice of the conclusion reached pursuant to subpart (a); and (c) if the assessment conducted pursuant to subpart (a) concludes that the Student was subjected to a hostile environment, extend to the Complainant a written offer to meet with the Complainant and the Student to identify steps that will address any hostile environment that may continue to exist for the Student if the Student returns to a District School.

**REPORTING REQUIREMENT:**

**Within thirty (30) days of the execution of this Agreement**, the District will provide OCR documentation evidencing: (i) the results of the District's assessment pursuant to Action Item 1(a); (ii) notice of the outcome to the Complainant and the parents/guardians of the accused student pursuant to Action Item 1(b); and, (iii) the written offer made to the Complainant, if applicable, pursuant to Action Item 1(c).

***Section II: Notice of Nondiscrimination***

2. **Within sixty (60) days of the execution of this Agreement**, the District will (a) revise its notice of nondiscrimination to notify applicants for admission and employment, students and parents of elementary and secondary school students, and employees that inquiries concerning Title IX may be referred to the District's Title IX Coordinator or to OCR; and (b) publish and disseminate to the District's faculty, staff and students, in its electronic and/or printed materials, the revised notice of nondiscrimination.

**REPORTING REQUIREMENT:**

**Within sixty (60) days of the execution of this Agreement**, the District will provide evidence to OCR of the notice of nondiscrimination revision, publication and dissemination to the District's faculty, staff and students, as required by Action Item 2.

***Section III: Grievance Procedures***

3. **Within one hundred and twenty (120) days of the execution of this Agreement**, the District will evaluate the District's policies applicable to student complaints, and how the policies cross reference each other, and revise the policies, if necessary, to ensure that the District has provided understandable notice of how the various policies interact and apply, and to ensure that the District has adopted and published procedures that provide for the prompt and equitable resolution of student complaints alleging any actions prohibited by Title IX and its implementing regulation.

**REPORTING REQUIREMENT:**

**Within one hundred and twenty (120) days of the execution of this Agreement**, the District will provide to OCR (i) a summary of its evaluation of the policies required by Action Item 3; (ii) to the extent applicable, a copy of the policies revised pursuant to the results of the evaluation required by Action Item 3; and, (iii) to the extent applicable, evidence of publication and distribution of the revised policies.

***Section IV – Staff Training/Ensuring that School Staff Know Identity of Title IX Coordinator***

4. **By September 1, 2019**, if applicable, the District will provide training to the District's Title IX Coordinator and staff responsible for Title IX investigations on the policies revised pursuant to Action Item 3 of this Agreement.

**REPORTING REQUIREMENT:**

**By September 1, 2019**, if applicable, the District will provide documentation to OCR demonstrating that the District provided training pursuant to this Item. The documentation shall include: (i) the date of the training sessions; (ii) name and title of the individuals who attended the training sessions (including dated sign-in sheets with the attendees' names, titles and work locations); and (iii) a copy of the agenda and the training materials disseminated.

5. **Within thirty (30) days of execution of this Agreement**, the District will take steps to ensure that all employees at Central Middle School have been provided the name and contact information for the District's Title IX Coordinator(s).

**REPORTING REQUIREMENT:**

**Within thirty (30) days of the execution of this Agreement**, the District will provide OCR evidence that it has complied with this Action Item of the Agreement.

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. Upon the District's satisfaction of the commitments made under this Agreement, OCR will close 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/

February 26, 2019

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Superintendent (or Designee)  
Brevard County School District

\_\_\_\_\_  
Date