

**RESOLUTION AGREEMENT**  
**Orange County School District, Florida**  
**OCR Complaint No. 04-18-2204**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Orange County School District (District) enter into this Agreement (Agreement) to resolve the allegations in the above-referenced complaint. Prior to the completion of OCR's investigation, the District asked 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. This resolution has been entered into voluntarily between the parties. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

Accordingly, to ensure compliance with the requirements of Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. §§ 1681 *et seq.*, and its implementing regulation, 34 C.F.R. § 106, which prohibit discrimination on the basis of sex by recipients of Federal financial assistance from the Department, the District agrees to take the following actions:

**ITEM 1: Individual Remedy**

1. **Within ten (10) days<sup>1</sup> of the execution of this Agreement**, the District shall send a letter to the Complainant of OCR 04-18-2204, by certified and email, providing an offer to finish the program in XXXXXXXX XXXXXXXX at the DistrictXX XXXXXXXX XXXXXXXX (to limit contact between aggrieved parties) the next available semester, at a XXXXXXXXXXXX XXXX of XXXXXXXXXXXXXXXX XXXXXXXX (XXX) off all XXXXXXXX and XXXX. The letter will include the Complainant's transcript with her completed coursework accounted for; the letter will also include what coursework the Complainant has left. If there is any unfinished work in a specific course the Complainant has taken, a representative from the District and the Complainant shall meet and agree on what work is actually due. The letter will provide the Complainant the contact information of the representative and at least thirty (30) days to respond to the offer or else the offer is revoked.

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<sup>1</sup> In this Agreement, "day" refers to calendar days, unless otherwise specified.

**REPORTING REQUIREMENTS: Within sixty (60) days of the execution of this Agreement,** the District agrees to provide the following documentation: (a) a copy of the letter with the information described above, (b) documentation of certified letter, and (c) documentation of the emailing. If the Complainant does not respond at all, the District agrees to provide an affidavit attesting to the lack of any response or any acceptance of the offer to finish the XXXXXXXX XXXXXXXX program.

**ITEM 2: Mandatory Title IX Training for the XXXXXXXX XXXXXXXX Program**

2. **Within 90 (ninety) days of the execution of this Agreement,** the District agrees to conduct training focused on Title IX sexual harassment to all faculty and staff in the District's XXXXXXXX XXXXXXXX program at both the XXXXXXXX and XXXXXXXX Campuses. The training must include situations that arise in the XXXXXXXX XXXXXXXX setting, in the classroom and the clinic settings. The training must instruct trainees about avoiding problematic situations, where to go to make complaints of inappropriate conduct at the campuses, and what the District's procedures are when responding to such complaints. The District agrees to prepare for some form of alternative format of the training for anyone who may be unable to attend.

**REPORTING REQUIREMENTS:**

**(a) Within fifteen (15) days of the execution of this Agreement,** the District shall submit to OCR for review and approval the details of the training it intends to conduct in alignment with the description in Item 2 above. The District shall also provide the background and credentials of the intended presenter, as well as the intended date(s) and location(s) of the training. If there are any materials available to provide to OCR, such materials will be provided, including the alternative format materials for anyone who may be unable to attend the actual training.

**(b) Within fifteen (15) days of the training being conducted,** the District agrees to provide to OCR the following: (i) the date(s) and location(s) of the training; (ii) any materials or Power Point presentation copies used in the training; (iii) any hand-outs provided at the training; (iv) the background and credentials of the presenter (if different from what was

originally reported); (v) the alternative format materials; (vi) evidence of absentees taking the alternative format training; and (vii) copies of the sign-in sheets, with the attendees' names and job titles.

The District understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirement of this agreement. Further, the District understands that during OCR's 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 the 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 the agreement, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's authorized representative below.

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Signature  
Orange County Schools

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Date

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Printed Name and Title