

AGREEMENT

This Agreement is entered into by K.K., S.B., and L.H. on behalf of themselves and all others similarly situated (Complainants) and Flagler County Public Schools (“the District”)

Recitals

- A. On or about July 24, 2012, Complainants filed a Complaint with the United States Department of Education’s Office for Civil Rights on behalf of themselves and all other similarly situated students in Flagler County Public Schools, OCR Complaint #01-12-1414.
- B. The subject matter of the complaint was raised pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. Section 200D and its implementing regulation, 34 C.F.R. Part 100, which prohibits discrimination based on race, color, or national origin by recipients of Federal financial assistance. This resolution is being entered into voluntarily between the parties and does not constitute a finding or admission that the District is not in compliance with Title VI and its implementing regulation. Accordingly, to ensure compliance with Title VI and its implementing regulations and to resolve the issues of the complaint, the District voluntarily agrees to take the actions listed below.
- C. In an effort to resolve this matter and save resources, the parties agree to the terms set forth below:
 1. School Resource Deputies.
 - (a) The Respondent agrees to draft and widely disseminate a Superintendent Advisory Letter that clearly sets forth the role of school resource deputies (“SRD”) placed in Flagler County Public Schools within the context of the educational mission of the District. The District and Complainants’ counsel will collaborate on the content of the Advisory Letter.
 - (b) A copy of the statement shall be drafted and distributed to all District administrative staff no later than (date TBD). Counsel for Petitioners will be provided a copy of the statement, along with the names and titles of the staff recipients, no later than (date TBD).
 - (c) The District agrees to maintain a Contract with local law enforcement in accordance with the policy statement referenced in paragraph 1(a). Upon re-establishment of an alternative program the District will work with all governmental agencies necessary to establish a school offense protocol.
 2. Monitoring
 - (a) Complainants understand that due to a budgetary deficit, the hiring of an independent monitor would place an undue financial burden on the District. In light of the District’s unique financial circumstances, the parties have agreed to an alternate mechanism for monitoring as set forth below.
 - (b) District will utilize the Coalition for Student Success to advise the Superintendent and to inform the public about the effectiveness of the district’s disciplinary policies and procedures,
 - (c) The Coalition will be composed of 11 members as follows:
 1. 1 parent/guardian of high school students.
 2. 1 parents/guardian of middle school students.
 3. 1 parent/guardian of an elementary school student.

4. 2 community members, at least one (1) of the community members will be a representative from the state or local chapter of the NAACP
 5. 1 representative of the Flagler County Sheriff's Department from the SRD Unit,
 6. 2 high school students who are either the student School Board Members or the Student Government Presidents (as determined by school principal).
 7. 1 licensed mental health counselor (LMHC) (Medicaid coverage)
 8. 1 mutually agreed upon representative from the Flagler Department of Juvenile Justice Office
 9. 1 Flagler County School District administrative staff.
 10. The Superintendent of the District or his designee (non-voting member).
- (d) Terms for Coalition members are for one year. Parent and community representatives may serve two consecutive one-year terms. If a Coalition member is unable to attend a meeting they may send an alternate representative to attend on their behalf. However when a Coalition member misses two (2) unexcused meetings the Coalition will request that member be replaced by a new member for the remainder of the term. Best efforts will be made to ensure the Coalition members reflect the cultural and ethnic diversity and socio economic demographics of Flagler County's public schools. The selection process will take into account the demographics of the District and the relevant qualifications and rationale for selections.
- (e) No later than September 15, 2015 the Coalition will hold a meeting to elect a chair and to decide operating procedures. In each year following, no later than September 15, the Coalition will hold an initial meeting to elect a chair and review operating procedures. All documents provided to the District will also be provided to the Complainant's counsel.
- (f) In addition to the other duties of the Coalition, the Coalition will review disciplinary data, in school suspension data and curriculum, and other relevant information quarterly, and where appropriate, make recommendations to the Superintendent regarding revisions to the District's Disciplinary Policies and Procedures.
- (g) The District will provide the Coalition and Complainant's counsel monthly reports on school discipline. To ensure the Coalition has sufficient information to enable it to fulfill its responsibilities, the District will share appropriate information and documents requested by the Coalition, provided that adequate safeguards are taken so as not to disclose confidential or personally identifiable information protected by FERPA or other privacy laws. The District will respond in a timely manner to all requests made by Coalition.
- (h) The Coalition will hold, at a minimum, quarterly meetings that will be open to the public. Public meetings will be held at a District facility. The Coalition may call additional meetings as needed.
- (i) At least two weeks before each public meeting, the District will broadly disseminate notices concerning the meeting, through multiple sources to notify parents and community members. The District agrees to set up a website link that allows parents and community members to share questions and concerns with Coalition members for consideration.
- (j) The Coalition will maintain minutes of its meetings and such minutes, together with the agenda of the Coalition meetings, are to be public information.
- (k) On or before April 30th of each year the Coalition will create an annual report with recommendations for the Superintendent. If there are issues requiring Board action, the Superintendent will report to the Board for review. In the event that the Coalition is recommending changes to a policy, the District

will submit the changes to the School Board for their consideration. Rules governing all policy changes will be followed.

- (l) The Complainant's counsel will be notified of any and all meetings in a timely matter, to ensure participation by Complainants counsel if desired.

3. Discipline Policy and Practices.

- (a) In 2008, the District initiated its implementation of Positive Behavior Support (PBS) strategies. The District desires to ensure that, to the maximum extent possible, student misconduct is addressed in a manner that does not require removal from the classroom and school. If the name of the program should change, the principles implemented and maintained by the District will remain the same. To that end, the District agrees to continue to build positive and compassionate learning environments by continuing and improving positive behavioral supports. To do this, the District shall:
 - i. Provide support for all schools to apply for PBS model status annually.
 - ii. Continue a behavioral support system that will include a reward system.
 - iii. Continue to conduct an assessment to evaluate the District's disciplinary practices, such as the PBS assessments which include classroom walk-throughs and benchmarks of quality. The data will continue to be made available to the Disciplinary Advisory Committee.
 - iv. Continue to require school-based discipline teams to monitor and review school discipline data on a regular basis to determine if training or changes are needed.
 - v. Maintain a district wide Coordinator and a school PBIS coach at each school.
- (b) The District will amend its Student Code of Conduct to include a link to the age-appropriate matrix that outlines interventions and consequences for students. A description of the PBS program will continue to be contained in the Code of Conduct.
- (c) The District agrees to continue its disciplinary policies that provide for interventions and supports prior to removal from school. Out-of-school suspensions will be reserved for circumstances where: 1) a reasonable safety or security concern exists, or 2) time and space is the only means available to diffuse situation, or 3) an investigation must take place without the student present. The District will continue and improve upon practices that offer support to students and families, and encourage them to engage in collaborative problem solving.
- (d) The District will continue using the age-appropriate discipline matrix as referenced in 3.b. that provides progressive discipline measures for staff to utilize and implement prior to suspending a student.
- (e) The District will continue using the Classroom Tracking Form that requires classroom-based interventions when appropriate before referral to the disciplinary office.
- (f) Beginning August 2015, the evidence-based program of Second Steps will be used in in-school suspension programs, as well as another age appropriate evidence-based program for secondary education students. Said program(s) will be supported with other curricula. The District will also continue Peer Mediation programs based on restorative justice and best practices when appropriate.

- (g) The District will conduct annual evaluations of its In-School Suspension programs. The annual evaluations will be made available on the District's website via the Coalition for Student Success link.
- (h) 10-Day suspensions require approval of the District Discipline and Behavior Coordinator. Beginning August 2015, any suspension lasting a period of 5 Days or more will require approval by the District Discipline and Behavior Coordinator. Beginning August 2016, any suspension lasting 3 days or more must be approved by the District Discipline and Behavior Coordinator. Upon the re-establishment of an alternative school program, the District will consider eliminating out of school suspension.
- (i) In order to ensure that each parent has access to the Code of Conduct, the District will continue its practice of sending home a form annually. The form will provide parents the option of agreeing to online access of the Code or requesting a printed copy. The District currently translates the Code of Conduct into the major languages spoken by students and parents in the District and translated copies are available via the website or upon request. Translation services for other languages will be provided to families on request as needed.
- (j) The District agrees to clarify in the Code of Conduct that no student shall be suspended for unexcused tardiness, lateness, absence, or truancy.
- (k) In the event an out of school suspension becomes necessary, the principal or the principal's designee shall make a good faith effort to immediately inform a student's parent by telephone of a student's suspension and the reasons for the suspension. Each suspension and the reasons for the suspension shall be reported in writing to the student's parent in accordance with Florida law.
- (l) The District will continue its current best practice of revising its Code of Conduct and disciplinary policies annually.
 - i. In accordance with Section 2 of this Agreement, the District will secure input from the Coalition as well as community members and/or concerned parents.
 - ii. As stated in the Code of Conduct, students who are removed from class or school, are given the opportunity to make up their class work and earn full credit for any time lost due to the disciplinary removal. Notice to student or parent/guardian of their right to ask for missed schoolwork is contained on the suspension form. The administrator will make a good faith effort to verbally notify the student or parent/guardian of their right to ask for missed schoolwork. The adult student and/or his parent is responsible for requesting all school assignments through the school's Principal or designee.
- (m) The District agrees to provide all students, not deemed to be a threat to self or others who are removed from school for more than 10 days the opportunity for continuing educational services. Students will be offered counseling when appropriate.
- (n) The District will include a link to the District Discipline Review Committee Procedures in the 2015-16 and future Codes of Conduct. The revised District Disciplinary Review Committee Procedures are attached as Exhibit A and fully incorporated herein.

- (o) District discipline letters requiring interventions and/or re-entry timelines will have a summary page which uses either a numbered or bulleted format to outline the intervention requirements and re-entry timelines.
- (p) The District will continue efforts to reach its goal of reducing in school suspensions and out of school suspensions.
- (q) The District will maintain site-based mentoring programs in each middle and high school. The District will also continue its support of all external mentoring programs and strive to increase the number of students participating in the mentoring programs.

4. Training.

- (a) The District will provide training for staff and administrators on any new or revised disciplinary policies and positive behavior strategies adopted and/or implemented by the District. The District will maintain a calendar of trainings that will include the training title and identify the trainer(s). The District will provide Complainant's counsel and the Coalition a copy of the calendar no later than August 2015.
 - i. The District agrees to provide modified training for mid-year hires once per semester.
 - ii. The training will emphasize the District's commitment to using the policies referenced in Section 3 of this Agreement to ensure a safe and orderly educational environment and to ensure the fair treatment of all students when making disciplinary referrals and imposing disciplinary sanctions.
 - iii. The District's training will continue to include, but not be limited to, detailed explanations of the discipline code, the definitions of offense categories, the specific manner in which progressive disciplinary consequences will be employed, if applicable, the circumstances under which deviations from established policies may be justified, the documentation that must be used by District staff who make disciplinary referrals or impose disciplinary sanctions, evidence-based techniques on classroom management and de-escalation approaches, information on how to administer discipline fairly and equitably, resources that are available to staff who are having difficulty with classroom management, resources that are available to students to assist them in developing self-management skills, the value of recognizing and reinforcing positive student behavior, and the importance of ensuring to the maximum extent possible that misbehavior is addressed in a manner that does not require removal from the educational program.
 - iv. The training for District administrative employees will include a review of the Superintendent Advisory Letter on the role of SRD's.
 - v. The District agrees to continue and expand the implicit bias, diversity, and cultural sensitivity trainings.

5. Data Collection.

- (a) The District agrees to provide to the Coalition and counsel for Complainants a data report two (2) times per school year, within thirty calendar days of the completion of each school semester beginning with the Spring 2015 semester. The report will include redacted student information and will include fields such as names of the schools, age, race, disability and gender of the students, discipline infraction, and consequences of the discipline. This report will be consistent with the disclosure requirements under FERPA.

6. School Climate.

- (a) The District agrees to review the results of past school climates surveys with the Petitioner Counsel and the Coalition. Suggestions to improve the District's existing survey will be considered.
- (b) The District will develop school-based student/staff discipline discussion forums, and develop an informational program for parents and guardians to explain discipline policies and to provide an opportunity for parents and guardians to raise concerns and offer suggestions.
- (c) The District will conduct a climate survey by the end of the 2016 school year. The results of the survey will be shared with Petitioner's counsel and the Coalition for review and comment.

7. Outreach To Parents And Community Partners.

- (a) The District will conduct outreach to students, parents and community partners (including those who are non-English speaking) to ensure that they have an opportunity to participate in assessing and improving the District's ability to provide a safe school environment at least annually.
- (b) As noted in Section 3, the District will offer an informational program to the parents or guardians of all District students that will explain the policies referenced in this Agreement in an easily understood manner and what is expected of students under those policies, and the District's efforts in achieving fair discipline of all students. The review will include an explanation of what is expected of students pursuant to the disciplinary policies and an explanation of the District's efforts to achieve fair discipline for all students. The program will provide parents the opportunity to raise concerns or suggestions regarding the improvement of the District's disciplinary policies, including any issues in connection with fairness and non-discrimination. The parent programs may be incorporated into other planned parent meetings, conferences or parent outreach programs. Translation services will be available at these meetings.
- (c) The District will ensure that the informational program is offered in such a manner as to ensure the maximum possible participation by parents or guardians. This may include offering the program at multiple times in various locations and will include providing access to parents or guardians who are unable to attend the program to the materials developed by the District in association with the program. Translation services will be available at these meetings.
- (d) The program will include District officials involved in the administration of discipline (e.g., administrators, teachers, behavior interventionists, guidance counselors); and a record of the

meeting will be created so that the information collected may be considered by the District when it is assessing and modifying its policies.

- (e) The program will emphasize the District's commitment to ensuring a safe and orderly educational environment and to ensuring the fair and equitable treatment of all students when making disciplinary referrals and imposing disciplinary sanctions.
- (f) The program will notify the parents or guardians of the right of students to appropriate due process in connection with disciplinary action taken or proposed by the District. The rights of students when disciplined are found in the Code of Conduct.
- (g) The program will include but not be limited to detailed explanations of the discipline code, the definitions of offense categories, the specific manner in which progressive disciplinary consequences will be employed, if applicable, the circumstances under which deviations from established policies may be justified, resources that are available to students to assist them in developing self-management skills and the District's commitment to recognizing and reinforcing positive student behavior and to ensuring to the maximum extent possible that misbehavior is addressed in a manner that does not require removal from the educational program.
- (h) The program will advise the parents or guardians whom they may contact if they have any concerns about the manner in which the District's discipline policies are being implemented or if they need assistance in addressing student behavioral problems.
- (i) Coalition members and an SPLC representative will be invited to attend the first of the program meetings to ensure that the agreed upon information is being disseminated. Community Coalition members will provide any feedback to the District regarding the programming it deems necessary.

8. Outreach To Students.

On an annual basis, each school principal or his/her administrative designee, will continue to meet with the student body and discuss the positive behavior expectations in an age appropriate format and will review relevant discipline information obtained within the code of conduct. The level of discussion varies by school site as the language must be developmentally appropriate for the students in each school. Opportunities for further discussion will be provided to students if they choose to participate when a large presentation format is utilized. The Community Coalition will be provided a copy of the materials discussed with the students and a description of the presentation format, and will be invited to attend. An SPLC representative will be invited to attend these meetings.

9. Role of Complainants' Counsel

- a. Counsel for Complainants and the District commit to collaborate and create positive relationships with the community groups and individuals.
- b. Counsel for the Complainants will assist with the planning of a collaborative event to announce this Agreement.

- c. Complainants' counsel will provide the District all materials to be used for community events and information sessions prior to presentation and/or dissemination. Items in the presentations that are inaccurate (as proven by data, etc.) will be removed.

GENERAL PROVISIONS

- 1) Upon full execution of this Agreement, the District and the counsel for the Complainants agree to draft a joint statement that will include a general summary of the Agreement. The joint statement will attach a copy of the Agreement. The District will post a copy of the statement and the on its website within three (3) business days following execution.
- 2) This Agreement shall terminate three (3) years from the date of the full execution of the Agreement, unless the parties are engaged in a dispute resolution process as set forth below.
- 3) In the event of a dispute the Parties shall first use their best efforts to settle such disputes through good faith consultation and negotiations with each other, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to all parties; and affording the District the opportunity to respond with evidence and data regarding the concern.
- 4) The parties agree to meet at the beginning and mid-term of each school year to review the Agreement and evidence of items completed. If either party believes the terms of the Agreement are being violated, they shall use their best efforts to settle such disputes through good faith consultation and negotiation.
- 5) If the parties are unable to reach a solution, an independent Mediator may be employed with costs split equally between the two parties (not to exceed \$10,000 for each party).
- 6) It is expressly agreed that all terms of this Agreement are contractual and not merely recitals. The parties to this Agreement intend that this document represents the complete terms and conditions of their Agreement.
- 7) The undersigned petitioners certify that his/her representatives and attorneys have reviewed all of the terms of this Agreement with him/her and that he/she fully agree(s) with all of its terms.
- 8) The section headings of this Agreement are only for the convenience of the Parties. Section headings shall not be construed as modifying and/or governing terms in the section to which the heading refers.
- 9) This Agreement is made in the State of Florida under the Florida Constitution and laws of Florida and shall be so construed. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.
- 10) Upon full execution of the Agreement, Complainants counsel will withdraw their pending complaint with the United States Department of Education, Office for Civil Rights, OCR complaint #04-1201414.

Counsel for Complainants

Amir Whitaker, Esq.
Fla Bar No.: 113723

Date

Lisa A. Carmona, Esq.
Fla Bar No.: 0843490

Date

Southern Poverty Law Center
PO Box 370037
Miami, Fl. 33137
T: (786) 347-2056
F: (786) 238-2949

Flagler County School District Officials

Jacob Oliva, Superintendent

Date

Counsel for Flagler County Schools:

Kristy Gavin, Esq.
Fla Bar No.: 0798241
1769 E. Moody Blvd, Bldg 2
Bunnell, Fl. 32110-5991
T (386) 437-7526
F (386)586-2641

Date

Parent Representatives

Signature

Date

Signature

Date

Signature

Date

CONFIDENTIAL