

Settlement Agreement
between
the United States of America
and
the Pasco County School District

I. BACKGROUND

In December 2020, the Educational Opportunities Section of the United States Department of Justice's Civil Rights Division and the United States Attorney's Office for the Middle District of Florida (together, the "Department" or the "United States") began reviewing allegations about the student discipline and law enforcement referral policies and practices of the Pasco County School District (the "District"). The United States opened an investigation into whether the District's use of suspensions, threat assessments, and referrals to law enforcement deny students with disabilities access to the District's programs and services in violation of Title II of the Americans with Disabilities Act ("Title II"), 42 U.S.C. § 12132.

During its investigation, the United States reviewed policy documents, email correspondence, individual student files, and data detailing the District's use of discipline, threat assessments, and law enforcement referrals. The United States also conducted interviews of District and school personnel and conducted an in-person site visit to the District in January 2023. Throughout the investigation, the District cooperated with the Department's inquiry.

After concluding its investigation, the United States met with the District to discuss the results of its investigation. In particular, the United States described its conclusion that the District: (1) failed to make reasonable modifications for students with disabilities to its policies governing suspension, threat assessment, and law enforcement referrals, 28 CFR § 35.130(b)(7)(i); (2) used methods of administration that had the effect of discriminating against students with disabilities, 28 CFR § 35.130(b)(3); and (3) improperly excluded students with disabilities from the District's education program through its use of suspensions, threat assessments, and referrals to law enforcement, 28 C.F.R. § 35.130(a). While the District does not agree with the United States' conclusion, both the United States and the District (collectively, the "Parties") agree to resolve the United States' investigation through this settlement agreement ("Agreement"). The Parties agree that settlement at this stage would be mutually beneficial because it would focus the Parties' resources on ensuring that the District's policies and practices are consistent with the District's obligations under federal law, specifically Title II.

This Agreement is intended to resolve the Department's investigation of alleged discrimination on the basis of disability and to improve the delivery of services by the District to students with disabilities. This Agreement reflects the Parties' shared goal of a safe environment for all students and staff, and is intended to support that goal. The District agrees to implement the measures in this Agreement. The District has made no admissions regarding any alleged violations of federal or state law, nor should this Agreement be interpreted as an admission by the District of a violation of federal or state law.

II. DEFINITIONS

- A. **"Behavior Intervention Plan" or "BIP"** refers to an individualized plan designed to respond to a problem behavior. BIPs are developed using the findings from a

Functional Behavioral Assessment and focus on the target behaviors and associated functions of target behaviors identified in the Functional Behavioral Assessment.

- B. **“Days”** refers to calendar days. If the expiration of a time period falls on a Saturday, Sunday, or a federal holiday, the applicable time frame will expire on the next business day.
- C. **“District Administrator”** refers to the Superintendent, Assistant Superintendents, Director of Students Support Services and Programs, and any other designee of the Superintendent.
- D. **“Exclusionary Discipline”** refers to any disciplinary consequence that removes a student from classroom instruction, including, but not limited to, in-school suspension, out-of-school suspension, expulsion, or transfer to an alternative education program. This term does not refer to positive interventions, loss of privileges, detentions, or other corrective strategies that do not remove a student from instruction. Detentions refer to consequences for violations of the Code of Conduct that do not remove a student from the classroom during instructional time, but require a student to spend some amount of time in a particular school location during lunchtime, after school, or on the weekend.
- E. **“Functional Behavior Assessment”** or **“FBA”** refers to a systematic process that is used to operationally define a behavior, identify factors that support the behavior, and determine the underlying function or purpose of a behavior, so that an effective Behavior Intervention Plan can be developed.
- F. **“Mobile Response Team”** refers to teams throughout the state of Florida which provide immediate, onsite behavioral health crisis services to children, adolescents, and young adults, ages 18 to 25, inclusive, who: (1) have an emotional disturbance; (2) are experiencing an acute mental or emotional crisis; (3) are experiencing escalating emotional or behavioral reactions and symptoms that impact their ability to function typically within the family, living situation, or community environment; or (4) are served by the child welfare system and are experiencing or are at high risk of placement instability.
- G. **“School Administrators”** refers to all principals and assistant principals at any District school.
- H. **“School Resource Officer”** or **“SRO”** refers to a sworn law enforcement officer or deputy employed by a law enforcement agency, who is assigned to or stationed in a school.
- I. **“School Safety Guard”** or **“SSG”** refers to a school safety guard, employed by the District, who is not a sworn law enforcement officer or deputy and who is assigned

to schools or stationed in a school to protect the safety of students, school personnel, and property within the District.

- J. **“Student Services Team”** refers to the District personnel at each school primarily responsible for providing students with interventions and supports, including the school psychologist, school social worker(s), counselor(s), or similar staff.
- K. **“Student with a Disability”** or **“Students with Disabilities”** refers to a student(s) who has or would qualify to receive accommodations, reasonable modifications of policy, or disability-related services or supports under the Individuals with Disabilities Education Act (“IDEA”), the Americans with Disabilities Act (“ADA”), or Section 504 of the Rehabilitation Act of 1973 (“Section 504”).
- L. **“Threat Assessment”** refers to the District’s obligations and procedures, including those obligations required by state law, for identifying, evaluating, and responding to explicit or implicit threats communicated by students, either to themselves or towards others.

III. GENERAL PROVISIONS

1. The District will administer its education program, services, and activities in a manner that does not discriminate on the basis of disability and complies with Title II of the ADA, 42 U.S.C. §§ 12132-12134, and its implementing regulations, 28 C.F.R. Pt. 35.
2. The District will review and revise its existing policies and procedures as needed to align with the requirements of law that form the basis of this Agreement.
3. The terms of this Agreement will exist in addition to or alongside existing federal and state law requirements and do not impact the District’s obligations, protections, or defenses it may have under federal or state laws. If any change in state law prevents the District from complying with any obligations under this Agreement, the District will notify the United States in writing of the change, and the parties will work together in good faith to resolve the issue.
4. None of the requirements in this Agreement should be construed to prohibit the District or school staff from responding appropriately, as permitted by Title II of the ADA, to conduct that creates a significant risk of serious harm to the health or safety of a person.
5. The Parties acknowledge and agree that when staff turnover occurs, unpreventable circumstances may arise in which the positions designated by this Agreement are or become vacant. The Parties agree that, in such situations, the duties and/or obligations of such positions can be re-assigned or redistributed

amongst other staff members until position vacancies are filled. The District will make its best efforts to refill such vacated positions expeditiously.

IV. CONSULTANT

6. Within 90 Days of the Effective Date, the District will retain one or more third-party consultant(s) (“Consultant(s)”), subject to the United States’ approval, to provide technical assistance related to the District’s implementation of and compliance with the terms of this Agreement. The District will provide the United States with the name and resume of its proposed Consultant(s) within 45 Days of the Effective Date, and the United States will respond with its approval or disapproval within 15 Days of receipt.
7. The Consultant(s) must have expertise in (1) serving Students with Disabilities; (2) conducting functional behavioral assessments (“FBAs”) and drafting and implementing behavior implementation plans (“BIPs”); (3) research-based discipline strategies; and (4) discipline data analysis.

V. BEHAVIOR SUPPORT COORDINATOR

8. Within 90 Days of the Effective Date, the District will appoint one or more Behavior Support Coordinator(s) in the District Central Office who are qualified to carry out all the responsibilities of that position, as set forth below.
9. The Behavior Support Coordinator(s) will be responsible for:
 - a. Recommending procedural changes for conducting FBAs and developing BIPs;
 - b. Developing and supervising the training on conducting FBAs and developing and implementing BIPs; and
 - c. Overseeing the implementation of procedures for reintegrated Students with Disabilities returning to school after Threat Assessments or referrals to law enforcement , including for invocations of the Baker Act.¹

VI. SCHOOL-BASED BEHAVIOR SUPPORT PERSONNEL

10. Within 90 Days of the Effective Date, the District will appoint at least one employee at each school who is responsible for overseeing at the school level the

¹ Florida’s Mental Health Act, also known as the “Baker Act” (Fla. Stat. §§ 394.451-394.47892), provides for voluntary and involuntary admission for mental health examinations and also provides procedures for civil commitment. As used in this Agreement, “Baker Act” will refer only to instances where the District is or should be aware that school personnel contacted law enforcement personnel or Mobile Response Teams for the purpose of evaluating whether to take a student from school grounds for an involuntary examination based on a threat of harm to themselves or others, as described in Fla. Stat. § 394.463.

implementation of the terms of this Agreement (School-Based Behavior Support Personnel).

11. The District Behavior Support Coordinator will ensure that School-Based Behavior Support Personnel receive adequate training on the District's policies and procedures for conducting FBAs and developing, implementing, and monitoring BIPs, as discussed in Section VII below.
12. School-Based Behavior Support Personnel will be responsible for:
 - a. Ensuring that FBAs are conducted, and BIPs developed and implemented, in a manner consistent with District policy and procedure and with this Agreement; and
 - b. Reporting and troubleshooting issues with the Behavior Support Coordinator(s) and any other relevant District administrators.

VII. FBAs AND BIPs

13. The District will implement the following changes to its procedures for conducting FBAs and developing, implementing and monitoring BIPs:
 - a. School Administrators and Student Services Teams will meet monthly to consider whether any Students with Disabilities would benefit from conducting/updating an FBA, or developing/adjusting a BIP, including any Student with a Disability who was subject to Exclusionary Discipline repeatedly or for conduct related to their disability, who experienced a crisis event (e.g., repeated suspensions, law enforcement involvement, or Baker Acts) related to their disability, or was subject to multiple Threat Assessments over the current school year;
 - b. School Administrators and relevant Student Services Team members will consider whether a Student with a Disability would benefit from conducting/updating an FBA, or developing/adjusting a BIP within fourteen Days of the student's return to school after (1) a School-based Threat Management Team concluded that the student made a medium or high level threat, (2) the student was referred to and/or arrested by law enforcement, or (3) the student was referred by the District to a Mobile Response Team or law enforcement for an involuntary mental health evaluation under the Baker Act;
 - c. Behavioral goals in BIPs will address behaviors related to that student's disability that are causing them to be suspended;
 - d. BIPs will include measurable goals in their plans to address the targeted student behavior(s);

- e. BIPs will include individualized consideration of a student’s behavioral needs; and
 - f. Staff will collect and document information relevant to BIPs for progress reports and fidelity checks.
14. By the beginning of the 2024-25 school year, the District will, in consultation with the Consultant(s), update and implement its procedures for conducting FBAs and developing BIPs for Students with Disabilities to incorporate the requirements in Para. 13. Prior to implementing the final procedures, the District will provide a copy of procedures to the United States.
15. Beginning with the 2024-25 school year, the Behavior Support Coordinator(s) will, after the first quarter of each year, identify schools for additional evaluation (“Focus Schools”) as discussed in Paras. 16-17 below. To identify Focus Schools, the Behavior Support Coordinator will consider all relevant information about whether Students with Disabilities are subject to Exclusionary Discipline, Threat Assessments and/or referrals to law enforcement, and where additional monitoring, if any, is necessary. In particular, the Behavior Support Coordinator(s) will focus on schools with high rates of Exclusionary Discipline, Threat Assessments, and/or referrals to law enforcement based on an analysis of the District’s data.
16. For Focus Schools, the Behavior Support Coordinator will review data and individual student files and, based on that information, prepare quarterly reports (“Quarterly Reports”) for School Administrators and relevant Student Support Team staff that identify:
- a. Patterns of Exclusionary Discipline, Threat Assessment, law enforcement referral, or invocations of the Baker Act that are adversely affecting Students with Disabilities;
 - b. Issues with the quality of the Focus School’s FBAs conducted, including whether FBAs are identifying the behavior or function that led to Exclusionary Discipline, Threat Assessment, law enforcement referrals, or invocations of the Baker Act; and
 - c. Issues with the quality of the Focus School’s BIPs to determine whether identified interventions have been attempted with fidelity, and if so, whether the interventions were effective.
17. The Behavior Support Coordinator will meet with School Administrators and relevant members of the Student Services Team at the Focus Schools to discuss the issues identified in the Quarterly Report and the steps that school-based personnel must take to remedy those issues. The Behavior Support Coordinator will subsequently update the quarterly report for the school to record any remedial steps that must be implemented and benchmarks to measure progress.

18. For each remedial action implemented, the Behavior Support Coordinator will monitor and record the Focus School's compliance in subsequent Quarterly Reports and meet with school staff to discuss implementation progress and challenges.

VIII. CODE OF CONDUCT

19. The District will ensure that its Code of Conduct ("Code"):
 - a. Provides disciplinary consequences that are proportionate to the severity of the offense, are appropriate to the age of the student, and take into consideration the student's disability, as applicable;
 - b. Describes the range of interventions and supports that School Administrators and staff should attempt and document prior to using Exclusionary Discipline;
 - c. Clarifies that (1) Exclusionary Discipline should be considered only after less restrictive alternatives have been attempted (2) School Administrators have discretion to not use Exclusionary Discipline, even when it is permitted by the District, and (3) School Administrators may contact District personnel to seek advice on how to properly take a student's disability into account prior to imposing disciplinary measures.
 - d. Provides:
 - i. a process for School Administrators to determine whether reasonable modifications to disciplinary policies and/or procedures are necessary to avoid discrimination on the basis of a student's disability, including a mechanism for parents or guardians to request reasonable modifications;
 - ii. that student disciplinary referrals will include a statement notifying School Administrators of the requirement to consider reasonable modifications when staff know or should know that the student's behavior is related to their disability; and
 - iii. a requirement to refrain from implementing any disciplinary consequences until the School Administrator determines whether a reasonable modification is necessary;
 - e. Provides a requirement for School Administrators to document their considerations when implementing exclusionary discipline for a Student with a Disability; and
 - f. Prior to referring a Student with a Disability to law enforcement, provided there is not a significant risk of serious harm to the health or safety of a person, determine whether the student has a BIP; whether school personnel is

properly implementing the BIP; whether the BIP contains adequate services and supports for the problem behavior; and whether the student needs additional accommodations, services, supports, modifications, and/or aids. In exigent circumstances involving threats to health or safety, or for criminal matters, School Administrators and staff may conduct this review after the referral is made.

20. By the end of the 2023-24 school year, the District will revise its Code of Conduct (the “Code”) and any disciplinary matrix related to the Code to implement the requirements in Para. 19(a)-(f). The District will submit proposed revisions to Code to the United States for its review and approval no later than June 1, 2024. The United States will provide feedback and will work with the District to resolve any disputes. The District will implement the revised Code by the start of the 2024-25 school year.
21. By the beginning of 2024-25 school year, the District will issue guidance to all School Administrators and SSGs at Elementary Schools clarifying that SSGs should not be involved in addressing student behavioral issues, except in situations involving serious threats to safety. The guidance will clearly define what constitutes a serious threat to safety, and the SSG’s involvement based on the likelihood and seriousness of the threat, and it will require School Administrators to inform the SSGs of the student’s disability and any other relevant information necessary to ensure that the SSG acts in manner consistent with the student’s BIP. Prior to implementing the guidelines, the District will provide a copy of the final guidelines to the United States.

IX. THREAT ASSESSMENT

22. The District will ensure that School-based Threat Management Teams²:
 - a. Include at least one member of the Student Services Team at the school, regardless of whether the team is considering a threat to self or a threat to others;
 - b. Include at least one member of the team that has personal knowledge of the subject student’s manifestation of disabilities and their relationship to the alleged threat;
 - c. Consider available information about whether a student has a disability, whether the student’s conduct is related to the disability, and whether the

² “School-based Threat Management Team” refers to the teams located at each school in the District, which include individuals with expertise in counseling/mental health, instruction, school administration, and law enforcement, as well as a member with personal knowledge of the student of concern who is the subject of a threat assessment, as defined by Rule 6A-1.0019 of the FAC.

accommodations, services, and/or supports in the student's BIP were implemented in response to the conduct assessed;

- d. Afford parents or guardians of Students with Disabilities, as well as members of a students' IEP or Section 504 team, an opportunity to provide input that will be considered by the School-based Threat Management Team during the Threat Assessment process regarding students' disability-related behavior and needs. The School-based Threat Management Team will determine whether the behavior at issue that was considered a threat can be appropriately addressed through reasonable modifications. If so, it will discontinue the Threat Assessment Process and the District will provide such modifications;
 - e. Following the completion of a Threat Assessment, share Threat Assessment documentation with the parents or guardians of Students with Disabilities, and the students' IEP or Section 504 team;
 - f. Inform students' IEP or Section 504 team of its finding that student poses a medium or high threat within a reasonable time not to exceed three Days after the day of its finding; and
 - g. As soon as practicable, provide law enforcement officers or members of the Mobile Response Team with narrowly tailored information about the student's disability or any accommodations for that disability that are relevant to the conduct that was assessed as a threat.
23. The District will incorporate the requirements described in Para. 22 in its Threat Assessment policies by the beginning of the 2024-25 school year. The District will submit these proposed changes to the United States for its review and approval by June 1, 2024. The United States will provide feedback on the proposal and work with the District to resolve any disputes.

X. LAW ENFORCEMENT

24. The District will:
- a. Require School Administrator(s) and staff to use a District-developed standard, clearly-defined process for consulting law enforcement to address student conduct that poses a threat to safety;
 - b. Define, using clear language, the circumstances under which School Administrators and/or school staff: (1) may consult law enforcement to address student conduct that pose threats to safety; and (2) should not engage law enforcement;
 - c. Unless prevented by exigent circumstances, ensure that School Administrators, or staff when necessary, who refer students to law

enforcement consider available information about whether a student has a disability, whether the student's conduct is a manifestation of the student's disability, and determine whether the student has a BIP; whether school personnel are properly implementing the BIP; whether the BIP contains adequate services and supports for the problem behavior; and whether the student needs additional accommodations, services, supports, modifications, and/or aids;

- d. Where possible, in those circumstances when it is appropriate to refer a Student with a Disability to law enforcement, or when law enforcement proactively engages a Student with a Disability, and where the underlying conduct could be related to the student's disability, require School Administrators or other staff to provide the SROs or law enforcement officers with narrowly tailored information about the student's disability, or any accommodations for that disability that are relevant to the conduct that resulted in law enforcement's involvement.
 - e. Require that any staff requesting an SRO or other law enforcement officer to respond to the conduct of a Student with a Disability, within a reasonable time not to exceed two school days absent exigent circumstances, to complete a report that documents to the best of their knowledge the name, student ID, grade, school attended, race, and disability status of the student, and describes with sufficient detail:
 - i. Any interventions or de-escalation techniques used prior to contacting law enforcement;
 - ii. Why the employee requested law enforcement become involved; and
 - iii. The result of the law enforcement's involvement, to the extent known, including whether the student was restrained, taken into custody, or transported for an involuntary mental health evaluation.
 - f. Require School Administrators to, for Students with Disabilities referred to law enforcement, inform members of the students' IEP or Section 504 teams of the referral within a reasonable time not to exceed three Days of the referral.
25. By the beginning of the 2024-25 school year, the District will adopt procedures for School Administrators or staff working with law enforcement, including SROs, that incorporate the requirements in Para. 24 (a)-(f). The District will submit proposed policies or procedures to the United States by June 1, 2024. The United States will provide feedback and work with the District to resolve any disputes.
26. The District will amend the memoranda of agreement with any law enforcement agencies that supply SROs to the District to ensure that:

- a. SRO involvement to address student conduct is limited in accordance with the District’s law enforcement policies and procedures as described in Para. 24(c) above;
- b. SROs are trained to work with Students with Disabilities; and
- c. The District receives access to relevant documentation regarding arrests and Baker Acts occurring on school grounds, including any field or arrest reports.

XI. REINTEGRATION POLICY

- 27. Within one school day after a Student with a Disability returns to school following Exclusionary Discipline or school absence for more than three Days resulting from a Threat Assessment, a referral to law enforcement, or an invocation of the Baker Act on school grounds, the District will ensure that School Administrators, relevant members of the Student Services Team, meet to discuss the students’ needs, and interventions or supports that can assist the student to successfully reintegrate within the school community. The school will inform the student’s parent(s) or guardian(s) and provide them the opportunity to participate in the meeting.

XII. DATA ANALYSIS

- 28. Beginning with the 2024-25 school year, School Administrators at each school will conduct regular monthly reviews of data from their school on the rate and frequency of discipline, Threat Assessments, and referrals to law enforcement, to:
 - a. Identify and examine the cause of any disparities and prioritize outliers³ for Students with Disabilities for further analysis; and
 - b. Take appropriate remedial action, including, for example, revising BIPs and providing trainings to school staff on implementing reasonable modifications.
- 29. Beginning with the 2024-25 school year, District Administrators will conduct regular monthly reviews of data from each school on the rate and frequency of discipline, Threat Assessments, and referrals to law enforcement, to:
 - a. Identify and examine the cause of any disparities and prioritize outliers for Students with Disabilities for further analysis; and

³ For the purposes of this Agreement, “outliers” refers to any instances where (1) a student is receiving disciplinary referrals or Exclusionary Discipline at more than twice the rate of the average student at that student’s schools; or (2) teachers/staff are issuing disciplinary referrals at more than twice the rate of the average teacher/staff member at the same school. The term is not intended to measure whether conduct is discriminatory as a legal matter, but only to identify situations that warrant further inquiry by the District to ensure nondiscrimination.

- b. Ensure that School Administrators have taken all appropriate remedial measures.
30. Beginning with the 2024-25 school year, School Administrators and members of the Student Services Team at each school will conduct regular monthly reviews of all reports involving the referral of Students with Disabilities to School-based Threat Management Team and law enforcement for the preceding quarter, to:
- a. Evaluate what behavior led to the referral and whether the behavior could have been prevented or addressed through behavioral supports and services;
 - b. Identify any instance when a Student with Disability was not provided the accommodations, services, and/or supports in the student's BIP prior to the student having been referred to School-based Threat Management Team or law enforcement; and
 - c. Take appropriate remedial action, including ensuring students' BIPs are being implemented with fidelity and considering adjustments and additional training of staff and law enforcement as necessary.
31. Beginning with the 2024-25 school year, School Administrators and Student Services Team members will conduct regular monthly review of data relating to each student who transitioned full-time from a Social Behavioral Program classroom into a general education classroom to ensure that each student's BIP is being implemented correctly and to determine if adjustments to accommodations, interventions, or services are necessary. Beginning with the 2024-25 school year, Assistant Superintendents will implement monitoring plans with School Administrators where the District has identified a school with concerns in the areas of (1) administration of discipline of Students with Disabilities, (2) quality of FBAs conducted and BIPs developed at the school, or (3) reintegration of Students with Disabilities after Threat Assessments, referrals to law enforcement, or invocations of the Baker Act. The District will implement remedial measures, as necessary, to ensure that the foregoing concerns are adequately addressed.

XIII. TRAINING

32. The District will implement a professional development program that includes annual training on the following topics:
- a. The appropriate application of the Code, including the requirements described in Para. 19(a)-(f), above. All employees tasked with administering discipline, including School Administrators will receive training on these requirements;
 - b. The appropriate application of the law enforcement procedures described in Section 24(a)-(f), above. Any employee that confers with law enforcement, including School Administrators and both District and School-based Threat Assessment Team members, will receive training on this topic;

- c. Incorporating consideration of disability status into the District’s Threat Assessment process as described in Para. 22(a)-(g), above. Both District and School-based Threat Assessment Team members will receive training on these topics;
 - d. Incorporating consideration of disability status into the discipline process. Any employee tasked with potentially disciplining or responding to conduct by a Student with a Disability, including School Administrators, exceptional student education (“ESE”) teachers, general education teachers, Student Services Team members, and SSGs will receive this training;
 - e. Techniques and strategies for de-escalation and crisis prevention. Employees responsible for responding to crisis situations involving Students with Disabilities will receive in-person training on this topic, including School Administrators, Behavior Specialists, and Intervention Specialists. Each school will have a minimum of 3 staff members trained to respond to crisis situations;
 - f. Techniques and strategies for de-escalation. Employees responsible for supporting Students with Disabilities will receive training on this topic, including but not limited to ESE teachers;
 - g. Conducting FBAs, developing BIPs, and evidence-based behavioral programming for Students with Disabilities. Employees involved in evaluating and planning interventions for Students with Disabilities will receive training on this subject, including relevant School Administrators, School-Based Behavior Support Personnel, ESE teachers, and Student Service Team members; and
 - h. Collecting, reviewing and analyzing data related to discipline, Threat Assessment and law enforcement referrals of Students with Disabilities. School Administrators will receive training on this topic.
33. By January 1, 2025, the District will, in consultation with the Consultant(s), update its professional development program to incorporate the requirements in Para. 32(a)-(h). The District will submit proposed updates to the United States for its review and approval by September 1, 2024. The United States will provide feedback on the proposed updates and will work with the District to resolve any disputes. The District will fully implement the updated professional development program by the start of the 2025-26 school year.
34. The District will ensure that trainings that incorporate these topics are designed and conducted in a manner that verifies participation and learning. For any training that incorporates any of these updates, the District will maintain logs of participants that include each participant’s name, location of employment, and position held.

35. For employees who must receive training on any of the topics listed in Para. 32(a)-(h), but who are unable to attend a relevant training session on the date it is administered (*e.g.* because they were on leave from the District, or because they began their affiliation or applicable position with the District subsequent to the training date), the District will provide that employee with the mandated training sessions within 60 Days of their return to the District from leave, or their start date for new hires or appointments. The District may provide these trainings via a video recording of the previous live session of the training if a trainer is accessible to directly answer participant questions.
36. In addition to the training program described in Para. 32, beginning with the 2024-25 school year, members of the Student Services Team will conduct at least one in-person, mandatory meeting for all School Administrators, which will address how the Code, and Threat Assessment and law enforcement procedures apply to Students with Disabilities, as well as how the District ensures Students with Disabilities will be treated fairly in these processes.

XIV. STUDENT, PARENT, AND COMMUNITY ENGAGEMENT

37. Beginning with the 2024-25 school year, the District will annually provide informational sessions for parents and guardians of Students with Disabilities for each school that explain how the Code, and Threat Assessment and law enforcement procedures apply to their children in an easily understood manner. The District will also discuss how it ensures Students with Disabilities will be treated fairly in these processes. These informational sessions will be planned in a manner to encourage and support participation by all parents and guardians of Students with Disabilities.
38. The information sessions will:
 - a. Provide parents or guardians and students with the opportunity to raise concerns or suggestions regarding implementation of the District's policies, including any issues in connection with fairness and nondiscrimination;
 - b. Inform parents or guardians of the process for filing complaints about implementation of the District's discipline policies, or about the disability-related interventions or services provided to their child.
39. Within 90 Days of the effective date, the District will develop or update procedures for receiving, investigating and resolving complaints alleging discrimination to ensure that that the District is adequately addressing complaints alleging discrimination against Students with Disabilities in the discipline, Threat Assessment, or law enforcement referral processes. This includes complaints alleging different or unfair treatment of Students with Disabilities, or failure to make a reasonable modification. The procedure must:
 - a. Require the District to appoint an official to manage the complaint review, investigation and resolution process;

- b. Create an online form for completing and submitting a complaint;
 - c. Require School Administrators and staff to report complaints or other allegations of inappropriate treatment to the District official responsible for investigating complaints;
 - d. Clearly explain the steps in the complaint process, and the timeline for investigating and resolving complaints;
 - e. Ensure that the investigation process is fair and equitable; and
 - f. Require officials to keep track of complaints filed and reported, investigations undertaken, and resolutions.
40. The District will post the complaint procedure in an easily accessible location on its website, and provide a copy of the procedures to parents or guardians of each student at the beginning of each school year.
41. All provisions of this Agreement apply equally to Students with Disabilities who are English learners and/or whose parents or guardians are limited English proficient (LEP). The District will implement outreach strategies to communicate with LEP parents and guardians in their primary language for all communications under this Agreement, including adequate interpretation for phone and in-person meetings, and translation of documents.

XV. REPORTING AND MONITORING

42. On or before January 1 and July 1 of each year this Agreement is in effect, the District will provide a status report to the United States that includes all information below regarding the preceding six months:
- a. Copies of all Quarterly Reports prepared by the District Behavior Support Coordinator(s) under Para. 16;
 - b. A searchable and sortable Excel spreadsheet listing, for every student enrolled in the District, the student's: unique identification number, race/ethnicity, sex, disability status, disability identified on IEP or 504 Plan (if applicable), grade, and school of enrollment;
 - c. A searchable and sortable Excel spreadsheet listing every disciplinary referral (exclusionary or otherwise), and providing the following information for each referral:
 - i. Referred student's identification number, name, race/ethnicity, sex, disability status, disability identified on IEP or 504 Plan (if applicable), grade, and school of enrollment;
 - ii. Name of the staff member making the referral;

- iii. Date and time of the incident, and school at which the incident occurred (if different from school enrolled);
 - iv. The disciplinary infraction;
 - v. A narrative description/summary of the disciplinary infraction(s);
 - vi. Date the infraction occurred;
 - vii. Name of the staff member determining the disposition;
 - viii. Disciplinary disposition (*e.g.*, in-school suspension, out-of-school suspension, detention, alternative placement, expulsion) or action taken (*e.g.*, parent conference);
 - ix. Duration of consequence (*e.g.*, 4 days of ISS);
- d. A searchable and sortable Excel spreadsheet identifying, for each Threat Assessment, the following information for each assessment:
- i. Referred student's identification number, name, race/ethnicity, sex, disability status, disability identified on IEP or 504 Plan (if applicable), grade, and school of enrollment;
 - ii. Name of staff members conducting Threat Assessment;
 - iii. Date and time of the incident, and a narrative description/summary of the conduct resulting in the Threat Assessment;
 - iv. Determination of the level of threat (*i.e.* unfounded, low, medium, high));
 - v. Description of the responses to the Threat Assessment; and
 - vi. For Students with Disabilities, whether an FBA was conducted and a BIP developed after the Threat Assessment, or in the situation where a BIP has been developed, whether the existing BIP was reviewed, and/or modified as necessary to address the behavior.
- e. A searchable and sortable Excel spreadsheet identifying, for each referral to law enforcement, the following information:
- i. Referred student's identification number, name, race/ethnicity, sex, disability status, disability identified on IEP or 504 Plan (if applicable), grade, and school of enrollment;
 - ii. Date and time of the incident, and school at which the incident occurred (if different from school enrolled)
 - iii. Name of the staff member making the referral, and the name of the SRO or law enforcement officer consulted;
 - iv. The information detailed in Para. 24(e); and
 - v. For Students with Disabilities, whether FBA was conducted and a BIP developed after the referral to law enforcement.
- f. A searchable and sortable Excel spreadsheet identifying, for every instance the Baker Act was invoked on school grounds, the following information:
- i. Referred student's identification number, name, race/ethnicity, sex, disability status, disability identified on IEP or 504 Plan (if applicable), grade, and school of enrollment;

- ii. Description of any attempts at de-escalation attempted by District staff;
 - iii. Whether a Mobile Response Team was consulted;
 - iv. Whether District staff conferred with law enforcement about the conduct, and the name of the staff member who conferred with law enforcement;
 - v. Whether parents or guardians of student were contacted prior to transporting the student for the involuntary mental health evaluation;
 - vi. Whether School Administrators and staff met to discuss reintegration at least one day prior to students' reentry into school; and
 - vii. For Students with Disabilities, whether FBA was conducted and a BIP developed after the Baker Act invocation.
- g. Copies of every complaint, whether from a student, parent or guardian, filed with the District alleging that a Student with a Disability was improperly disciplined, subjected to a Threat Assessment or referred to law enforcement, and all documents related to the investigation and resolution of those complaints;
 - h. A list and description of all trainings the District conducted to satisfy the requirements of Para. 32 of the Agreement, and all participant logs from those trainings; and
 - i. A list and description of all training the District plans to conduct to satisfy the requirements of Para. 32 of the Agreement during the next school year.
43. With a minimum of 30 Days' notice to the District, the United States may request additional documents or data, tour schools, monitor training for quality and substance, and conduct any other compliance activities that the United States determines are necessary to monitor the District's implementation of the Agreement or compliance with Title II.

XVI. ENFORCEMENT

44. Rather than conduct further investigation into the District and/or litigate the United States' findings, the United States and the District agree to resolve all allegations arising out of this investigation through this Agreement, into which the parties have voluntarily entered. In consideration of this Agreement, the United States agrees to close its investigation without further enforcement action, except as provided in this Section. The United States and the District agree and acknowledge that this consideration is adequate and sufficient.
45. The United States may enforce the terms of this Agreement and Title II. If the United States determines that the District has failed to comply with the terms of this Agreement or has failed to comply in a timely manner with any term of the Agreement it will so notify the District in writing. If the Parties are unable reach a satisfactory resolution of the issue(s) within 60 Days of the United States providing notice to the District, the United States may initiate civil proceedings in

federal court to enforce the Agreement and/or the District's underlying obligations under Title II.

46. The Parties anticipate that the District will have complied with this Agreement by the end of the 2027-28 school year. When the District provides the United States with the status report due July 1, 2028, the United States will have 90 Days to raise any remaining concerns regarding the District's compliance with the Agreement.
 - a. If the United States does not raise concerns regarding the District's compliance, the Agreement will terminate.
 - b. If the United States does raise concerns regarding the District's compliance, the Parties will attempt to resolve those concerns cooperatively. If the Parties are unable to reach a negotiated resolution, the enforcement mechanism in Para. 45 will apply.
47. This Agreement addresses unique circumstances and will not serve as precedent or past practice for resolving any other matter involving the Department.
48. If any part of this Agreement is held to be unlawful, or otherwise unenforceable for any reason by a court of competent jurisdiction, such decision will not affect the validity of any other part of this Agreement.
49. This Agreement will be enforceable only by the Parties and nothing in this Agreement will be construed to give rise to an action by a third party to enforce its terms.
50. This Agreement constitutes the entire agreement by the Parties, and no other statement, promise, or agreement, whether written or oral, made by any party or agents of any party, that is not contained in this written Agreement will be enforceable regarding the matters raised in this Agreement.
51. This Agreement is applicable to and binding on the District, including its officers, agents, employers, successors, and assigns.
52. The undersigned representatives of the Parties certify that they are authorized to enter into and consent to the terms and conditions of this Agreement and to execute and legally bind the Parties to it.
53. The effective date of this Agreement is the date of the last signature below. The specific provisions of the Agreement are enforceable in accordance with the deadlines set forth in the Agreement.

[Signatures on following page]

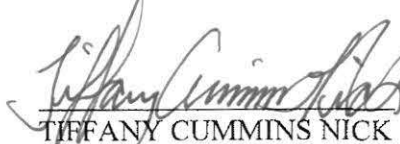
For the United States of America:

ROGER B. HANDBERG
United States Attorney
Middle District of Florida

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

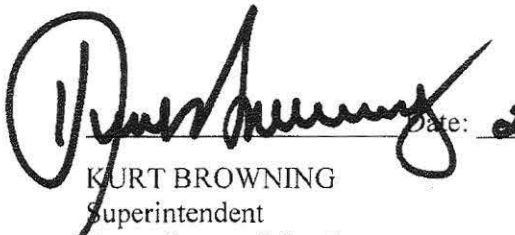
LACY R. HARWELL, Chief
YOHANCE A. PETTIS, Deputy Chief
Civil Division

SHAHEENA A. SIMONS, Chief
NAVIN PANT, Deputy Chief
Educational Opportunities Section
Civil Rights Division


Date: 3/5/2024
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For the Pasco County School District:


Date: 2/29/24
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