

RESOLUTION AGREEMENT
Bedford County Public Schools
OCR Complaint No. 11-19-1232

Bedford County Public Schools (the Division) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegation investigated in Office for Civil Rights (OCR) Complaint No. 11-19-1232. This Agreement does not constitute an admission by the Division of a violation of Title VI of the Civil Rights Act of 1964 (Title VI), or any other law enforced by OCR.

1. By November 30, 2019, the Division shall conduct a “refresher training” for Jefferson Forest High School administrators, following up on the Division-wide training for administrators on June 10, 2019, regarding the Division’s policies and procedures for handling complaints of racial and national origin harassment. The “refresher training” shall cover the Division’s obligation to consider remedies for individual complainants beyond disciplining perpetrators, and the Division’s obligation to assess racial and national origin harassment complaints at a school collectively to determine whether a school-wide hostile environment exists that requires broader corrective actions, with appropriate consideration given to the requirements and limitations of the First Amendment.

Reporting Requirement: By December 15, 2019, the Division shall provide documentation to OCR that it conducted the required training, including copies of any written materials used during the training.

2. The Division shall evaluate all reports of racial and national origin harassment at Jefferson Forest High School during the 2018-2019 school year to determine whether the Division needs to take additional steps to fully investigate any of the reports. If the Division determines that additional investigative steps are necessary, the Division shall take appropriate steps to complete the investigation(s) by January 31, 2020.

Reporting Requirement: By February 15, 2020, the Division shall submit a report to OCR describing its assessment of reports of racial harassment, any steps it determined necessary to complete investigations, and the outcome of those investigations.

3. By December 31, 2019, the Division shall administer a climate survey to all students at Jefferson Forest High School, using age-appropriate language and terminology, to assess the extent and impact of racial and national origin harassment within the school community, including racial and national origin harassment by students on social media that may impact the school community. If the Division chooses, it may administer this survey as part of a broader climate survey assessing the school’s climate more generally, so long as it includes questions specifically addressing racial and national origin harassment.

Reporting Requirement: By January 15, 2020, the Division shall submit a report to OCR enclosing a copy of the climate survey and reporting the results of the survey.

4. By February 15, 2020, the Division shall review 1) the results of the climate survey and 2) the outcome of all investigations of alleged racial and national origin harassment at Jefferson Forest High School during the 2018-2019 school year and the 2019-2020 school year up to the date of this Agreement, individually and collectively, to determine whether a hostile environment based on race or national origin existed for any specific students and/or for the school as a whole, with appropriate consideration given to the requirements and limitations of the First Amendment. If the Division determines that a hostile environment existed for any individual students or for the school as a whole, it shall assess whether additional remedies or corrective actions are necessary to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring; if so, the Division shall implement those remedies or corrective actions.

Reporting Requirement: By March 1, 2020, the Division shall submit a report to OCR describing the results of its review. If the Division determined that additional remedies or corrective actions are necessary, it shall provide OCR a timetable for implementation and submit documentation to OCR when implementation is complete.

5. By January 15, 2020, the Division shall take appropriate steps to ensure that Jefferson Forest High School staff, students, and parents receive information regarding: the Division's policies and Code of Student Conduct provisions prohibiting racial and national origin harassment; what constitutes racial and national origin harassment, with appropriate consideration given to the requirements and limitations of the First Amendment; potential consequences for students who engage in racial and national origin harassment; how staff, students, and parents can report racial and national origin harassment; the Division's obligation to address reports of racial and national origin harassment; and confidentiality and protections against retaliation for individuals who report racial and national origin harassment.

Reporting Requirement: By January 31, 2020, the Division shall submit a report to OCR describing the steps it has taken to implement this provision, including copies of any written materials.

The Division 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 the Agreement. Further, the Division understands that during the monitoring of this Agreement, if necessary, upon reasonable notice, OCR may visit the Division, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Division has fulfilled the terms and obligations of this Agreement. Upon the Division's satisfaction of the commitments made under this Agreement, OCR will close this case.

The Division understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the Division written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: Douglas A Schuch
Dr. Douglas Schuch, Superintendent (or designee)

Date: 10/17/19