

**Settlement Agreement
Between
The United States of America
And
The Madison County School District**

INTRODUCTION

In October 2021, the United States Department of Justice, Civil Rights Division, Educational Opportunities Section, and the Office of the United States Attorney of the Eastern District of Kentucky (collectively, United States), initiated an investigation under Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000c *et seq.* (Title IV), into complaints that the District failed to respond adequately to known and persistent student-on-student harassment based on race in the Madison County School District in Kentucky (the District). Under Title IV, the United States is authorized to address complaints that a school board has denied students equal protection of the laws based on race and other protected classifications. 42 U.S.C. § 2000c-6.

The United States requested and reviewed information provided by the District. On February 17, 2023, the United States notified the District of its concerns that the District had failed to respond appropriately to known harassment of Black students creating a hostile educational environment, including frequent racial slurs and epithets; and that the District had engaged in racially disparate discipline of Black students compared with their similarly situated white peers.

The United States and the District (collectively, the Parties) enter into this Agreement to address the issues that the United States identified. The Parties consent to the terms of this Agreement, which includes the Addendum and Appendices.

TABLE OF CONTENTS

INTRODUCTION 1

TABLE OF CONTENTS..... 2

DEFINITIONS..... 3

TERMS OF THE AGREEMENT..... 4

 I. GENERAL..... 4

 II. RESPONSIBILITY FOR HARASSMENT COMPLAINTS & MONITORING 5

 III. REPORTING AND RESPONDING TO COMPLAINTS OF HARASSMENT AND
 DISCRIMINATION 6

 IV. NOTICE ON ANTI-HARASSMENT AND NON-DISCRIMINATION 9

 V. CULTURE, CLIMATE, & COMMUNITY ENGAGEMENT 10

 VI. POLICIES AND PROCEDURES 12

 VII. TRAINING AND PROFESSIONAL DEVELOPMENT..... 12

 VIII. MONITORING AND REPORTING..... 13

POLICY ADDENDUM..... 15

SIGNATURES..... 20

APPENDIX A: JANUARY 31 REPORT..... 21

APPENDIX B: JULY 1 REPORT 23

DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- **“Discipline”** refers to any student consequence administered by District staff for an infraction of a Student Code of Conduct or otherwise.
- **“Racial harassment”** is unwelcome conduct based on a student’s race or color that may contain the use of derogatory language (including racial slurs or epithets or jokes) including images, graffiti, pictures, drawings, notes, electronic mail, social media or electronic postings, or phone messages. Racial harassment can also include intimidation, threats, unwanted physical contact, or physical violence. Racial harassment need not include intent to harm, be directed at a specific person, or involve repeated incidents.
- **“Hostile environment”** exists when harassment is objectively offensive and sufficiently serious that it interferes with or limits a student’s ability to participate in or benefit from the services, activities, or opportunities in the educational program.
- **“Parent”** refers to either or both biological or adoptive parent(s) of a student, a student’s legal guardian, or other person legally responsible for a student under state law.
- **“Staff”** includes persons employed by or serving in the District in any capacity including, but not limited to, administrators, administrative interns, teachers, librarians, cafeteria workers, lunchtime monitors, recess monitors, reading partners or tutors, teachers’ assistants, bus drivers, and school resources officers (SROs).

TERMS OF THE AGREEMENT

I. GENERAL

1. The District will take all necessary and reasonable steps, consistent with Federal law, to end racial harassment or other racial discrimination, prevent its recurrence, eliminate any racially hostile environment that currently exists in its schools, programs, and activities, and remedy its effects. The District will not discriminate on the basis of race when enforcing student discipline codes and/or referring students to law enforcement.

2. The District will identify and hire one or more third-party Consultant(s) (“Consultant”) agreed upon by the Parties to assist the District to comply with Federal law and this Agreement. Unless otherwise approved by the United States, the District will work with the Consultant(s) for the duration of the Agreement. The Consultant(s) must have experience in reviewing harassment policies and procedures, analyzing and addressing discipline disparities, and creating trainings to help staff identify, investigate, report, and appropriately respond to incidents of student-on-student racial harassment or other racial discrimination. The Consultant may recommend that the District retain additional experts or trainers where needed to meet the requirements of this Agreement and Federal law.

3. The District will send a list of at least three potential Consultants to the United States within 30 days of the effective date of this Agreement, along with each candidate’s Curriculum Vitae, identification of all school districts with which the candidate has been employed, including a reference contact at each, and a short description of the candidates’ experience with the duties described in Paragraph 2. If the District proposes to use more than one Consultant to fulfill the terms of this Agreement, the District will delineate the responsibilities for which each Consultant is responsible, including references to the applicable paragraphs in this Agreement.

- a. If the United States needs additional information about a candidate, including the opportunity to speak with the potential Consultants about their qualifications, the United States will notify the District within 14 days and the District will respond within 7 days of the United States’ request.
- b. The United States will either approve or object in writing to the District’s proposed candidate(s) within 14 days of receipt of the list of candidates or receipt of requested additional information (if applicable). If the United States objects, the District will propose additional candidates within 14 days of notice of the United States’ objection.

4. The District will execute a Memorandum of Understanding (“MOU”) with each Consultant describing how the Consultant will help the District implement the specific provisions of this Agreement, including by meeting applicable deadlines. At least 21 days prior to executing the MOU, the District will provide a copy of the MOU to the United States for review and approval. Each MOU will last the duration of this Agreement unless otherwise agreed to by the Parties. The MOU will indicate that the District will provide all information and access necessary to allow the Consultant(s) to review and assess the District’s policies, practices, trainings, staffing qualifications, and District and school culture, and to develop a plan to bring the District into compliance with this Agreement and Federal law.

5. For the duration of this Agreement, the District may retain additional or alternative Consultants, mutually agreed upon by the Parties, to assist in the implementation of this Agreement, subject to the requirements in Paragraphs 2-4.

II. RESPONSIBILITY FOR HARASSMENT COMPLAINTS & MONITORING

6. The District will employ three individuals at the Central Office to serve as District Equal Opportunity Coordinators (“DEOCs”), who will receive, investigate, and resolve complaints of racial harassment or other racial discrimination, to address any hostile environment related to or arising from such harassment and/or discrimination, and to regularly monitor student discipline systems for incidents of bullying, harassment, and/or discrimination. The DEOCs will oversee the District’s handling of racial harassment or other racial discrimination complaints, conduct outreach to parents, and educate students and train staff on preventing harassment and discrimination as codified in the District’s policies and procedures.¹ The DEOCs will each be assigned a group of schools to monitor. To accomplish these goals, the District will: (1) create a full-time, central office level position of a “Supervisory DEOC”, who will report to the Superintendent; and (2) establish two additional, non-supervisory DEOC positions, whose primary responsibilities are to fulfill the DEOC responsibilities required under this Agreement. The two non-supervisory DEOC positions may be merged with existing full-time, central office level positions, so long as their additional, non-DEOC responsibilities involve related skills or subject areas, such as equity, student discipline, and/or multi-tiered systems of support. The two non-supervisory DEOCs shall report to the DEOC, and any work that they undertake to fulfill their role as DEOCs or any other obligation under this Agreement shall take precedence over their other, non-DEOC responsibilities.

7. Within 60 days of hiring its Consultant(s), the District and its Consultant(s) will submit a list of DEOC candidates, including each candidate’s resume and application materials to the United States for review and approval. If the United States needs additional information about a candidate, including the opportunity to speak with the potential DEOCs about their qualifications, the United States will notify the District within 14 days and the District will respond within 7 days of the United States’ request. The United States will either approve or object in writing to the District’s proposed DEOC candidate(s) within 14 days of receipt of the list of candidates or receipt of requested additional information (if applicable). If the United States objects, the District will propose additional candidates within 14 days of notice of the United States’ objection.

8. Candidates considered for the DEOC positions must have specialized training and experience in: successfully identifying, investigating, and resolving incidents of harassment and other discrimination; addressing discriminatory policies and practices; and facilitating trainings on creating safe, harassment-free school environments. The selected candidates must have experience reviewing and analyzing discipline data; creating and overseeing remedial plans to redress a hostile

¹ While this Agreement relates to racial harassment and other racial discrimination, nothing in the Agreement precludes the District from expanding the central reporting system (*see* Paragraph 11) and/or the DEOCs’ role to cover additional protected classes and other forms of harassment and discrimination. If such expansion is desired, the Parties shall confer and evaluate the DEOCs’ capacity and capability to take on such additional oversight and responsibility.

environment; and overseeing school-based practices to ensure students have equal access to all opportunities. The District may require additional experience as necessary.

9. The District will delegate to the Superintendent the responsibility to oversee the District's compliance with this Agreement and Federal law. If the Superintendent or School Board determines that additional staffing resources are needed, the District will either transfer or hire additional staff to meet those staffing needs and ensure compliance with this Agreement and Federal law.

10. By August 1, 2023, the District will develop procedures to determine which complaints should be investigated by the DEOCs as well as proposed allocation of responsibilities over complaints among the DEOCs. The District's Department of Human Resources will investigate all allegations of staff-on-student harassment or other racial discrimination in collaboration with the DEOCs. The District will also develop procedures for the DEOCs to regularly monitor the collection and maintenance of data related to student discipline and reports of racial harassment and other racial discrimination (*see* Paragraphs 11-16).

III. REPORTING AND RESPONDING TO COMPLAINTS OF HARASSMENT AND DISCRIMINATION

11. By August 1, 2023, the District will ensure that its central data management system² is able to receive, track, and manage all complaints or reports of racial harassment and other racial discrimination, including complaints made directly to administrators, to SROs, and race-based incidents recorded in the context of discipline entries (*e.g.*, when a student is disciplined for fighting and they describe racial harassment preceding the fight). The District will use this system to record its response to such complaints and communications with complainants, witnesses, and staff or students alleged to have engaged in harassment or other racial discrimination. This "central reporting system" will: integrate with the District's student information system to allow for inter-departmental coordination; generate data and reports; allow users to analyze information to guide the District's responses to complaints; track staff's compliance with District complaint response procedures; and generate letters to complainants, witnesses, or students or staff alleged to have engaged in harassment or other racial discrimination notifying them of the District's findings and conclusions. The District will ensure that the central reporting system complies with the Americans with Disabilities Act and the Family Educational Rights and Privacy Act.

12. By August 1, 2023, the District will update its existing complaint portal (the "TIP Line") to ensure it can collect complaints of discrimination and harassment regarding all of the District's operations, including but not limited to its students, staff, administration, extracurricular activities, etc., in the manner outlined in this Agreement. The TIP Line is a central reporting/complaint management system that allows individuals (including parents, students, staff, and community members) to electronically submit complaints of discrimination and harassment, as well as intimidation, hazing, and bullying. The TIP Line must be accessible from links on District and school websites, by computer or mobile device, and to students and families with disabilities or limited English proficiency.

² As of the date of this Agreement, the District is using the Infinite Campus system. Any future system which the District selects for its central data management system shall, at a minimum, be capable of performing all of the functions described in this Agreement.

- a. The TIP Line form currently requests information about: the complainant; the student subjected to the harassment, discrimination, or other conduct; and the student(s) alleged to have engaged in harassment or discrimination, including names and age or grades. The TIP Line form also requests: a description of the conduct/events; when the alleged conduct took place; the location(s) of the alleged conduct.
- b. The TIP Line form will be updated to:
 - i. Reflect that complaints may be made against staff who are alleged to have engaged in harassment or discrimination by requesting the offender's position/title (if applicable);
 - ii. Request the school which the alleged victim attends, as well as the school or office where the offender(s) attends or works;
 - iii. Request the name(s) of the offender(s);
 - iv. Request information about the protected-class status of the victim;
 - v. Ask whether the conduct is ongoing;
 - vi. Ask whether the alleged conduct was reported to any District staff and, if so, the name(s) and position/title of such staff, and the date the report/complaint was made to the staff member;
 - vii. Request the names of any/all witnesses;
 - viii. Request the names and position/title of all District staff with knowledge of this incident or previous incidents involving the same student(s); and
 - ix. Ask whether the complainant(s) or student(s) subjected to the harassment or discrimination fears retaliation and, if so, from whom.
- c. The system accepts and the District will respond to anonymous and incomplete reports, but the District will encourage complainants to share their names and the names of those involved to ensure the District is able to effectively investigate and appropriately respond.

13. Within 10 days of receipt of a complaint, the DEOC will enter a detailed summary of actions taken in response to the complaint into the central reporting system, including, but not limited to: a summary of interviews with the persons alleged to have engaged in harassment or discrimination; a detailed summary of all interviews of the student subjected to the harassment or discrimination; names of all witnesses and a copy of all witness statements; a detailed summary and copies of all physical or electronic evidence (*e.g.*, screenshots, security video footage); the outcome/result of the investigation (*e.g.*, whether the harassment or discrimination occurred); and a detailed description the remedial or disciplinary response (if any).

14. The District will maintain all records of complaints of racial harassment or other discrimination, including all electronic and paper records, for at least five years from the date of the complaint. The District will update its document retention policy accordingly and disseminate the updated policy to all school staff.

15. The District will develop procedures to timely, appropriately, and effectively respond to each complaint consistent with this Agreement and Federal law (the “Complaint Procedures”). This will include procedures to monitor the central reporting system and notify relevant staff. With input from its Consultant(s), the District will submit the Complaint Procedures to the United States for review and approval by August 1, 2023. The Complaint Procedures will require, at a minimum:

- a. The DEOCs to receive automated copies of every complaint at their respective school sites;
- b. Other relevant staff and departments to receive automated copies of complaints;
- c. A DEOC to be identified in the central reporting system as assigned to coordinate the investigation/handling of each complaint;
- d. A process for assigning complaints to a DEOC to investigate; and
- e. For complaints that allege harassment or discrimination based on race and another protected class, coordination between the DEOC and the appropriate compliance officer(s) to address the other allegations.

16. The Complaint Procedures will include procedures to identify previous incidents of racial harassment or other racial discrimination in District schools that staff categorized as other forms of misconduct (*e.g.*, profanity). These procedures will include a process for reviewing, at a minimum, discipline data and reports filed with SROs or local police departments, and other student information databases. The procedures will also specify that every incident of racial harassment or other racial discrimination identified through this process will be reported to the respective DEOC, and, if the incident involves staff, to the Director of Human Resources, who will promptly, appropriately, and effectively respond and take corrective action to ensure future incidents of racial harassment or other racial discrimination are appropriately resolved and reported in the central reporting system.

17. Starting in August 2023, and then quarterly thereafter, the DEOCs and the Consultant(s) will hold meetings to review all racial harassment or other racial discrimination complaints received in the previous quarter. Meetings to review student-on-student harassment or discrimination shall be held with the school principals (either individually or in targeted groups), and meetings to review staff-on-student harassment or discrimination shall be held with the Director of Human Resources. Participants in these quarterly meetings will discuss: promising practices, trends in harassing conduct (*e.g.*, specific groups subjected to harassment or discrimination, repeat staff or students alleged to have engaged in harassment or discrimination, repeat students subjected to harassment or discrimination, type or location of harassment or discrimination); concerns with the effectiveness and impartiality of investigations of the District’s response; need for additional student support or staff training; retaliation concerns; and any accessibility barriers to students, parents, and staff using the complaint portal. The Director of Human Resources will refer staff to any additional disciplinary committee(s) as appropriate.

18. Starting within two weeks of the initial meeting described in Paragraph 17, the DEOCs will meet with the Superintendent twice per quarter during the first year of this Agreement, and quarterly in subsequent years, to assess the District’s progress in implementing the terms of this Agreement. The DEOCs will summarize the practices, trends, and concerns raised during the meetings described in Paragraph 17 and discuss any needs for additional assistance or resources.

Additionally, the District will document the substance of these meetings through agendas and meeting notes and retain such documents for the duration of this Agreement.

19. At the conclusion of each school year, the District will assess the effectiveness of its anti-harassment and non-discrimination efforts (the “Effectiveness Assessment Report” or “EAR”). The EAR will be prepared by the DEOCs and the Consultant(s) and will include analyses of whether the District has made any progress on the items identified in Appendix B. The EAR will also include steps the District will take to improve its effectiveness in the next school year.³ The District will submit the EAR to the United States by July 1 each year.

IV. NOTICE ON ANTI-HARASSMENT AND NON-DISCRIMINATION

20. In collaboration with the Consultant(s), each year the Superintendent and School Board will issue a District-wide notice to all students, parents, and staff affirming the District’s commitment to creating and maintaining a safe and welcoming environment for all students that is free from harassment and discrimination. The District will issue the notice within 7 days of the start of each school year, starting in the 2023-24 school year. The District will send the notice directly to parents, students, and staff via letter mail and electronic mail and publish it on the District’s website homepage, social media pages, in the Central Office, and the Student Code of Conduct pamphlet. The District will make the notice accessible to students and families with disabilities and/or limited English proficiency.

21. The notice will describe the District’s obligations to promptly and appropriately investigate and resolve all complaints of discrimination, including harassment on the basis of race, and will require staff and encourage students and parents who believe a student was subjected to racial harassment or other racial discrimination to file a complaint or report it to appropriate district personnel or a DEOC. The notice will inform students, parents, and staff that:

- a. the District has a dedicated staff member to receive, investigate, and resolve complaints of student-on-student or staff-on-student racial harassment or other racial discrimination, and to address any hostile environment related to or arising from such harassment or discrimination;
- b. the District’s complaint form and central reporting system allow students, parents, and staff to submit complaints and school and District leaders to track complaints of harassment or other racial discrimination;
- c. the District will conduct a prompt and thorough investigation into all complaints of racial harassment, discrimination, or retaliation;
- d. the District has created an appeal process;
- e. starting in the 2023-2024 school year, and then annually thereafter, the District will host multiple outreach events at schools across the District to explain the new policies, procedures, and supports to students and families (*see* Paragraph 24.a.); and

³An initial increase in the number of complaints received does not necessarily indicate that efforts have been ineffective. Expanding access to filing complaints often results in increased reporting.

- f. this Agreement, and an Agreement Summary will be posted on the District website.

22. The District will submit the draft notice to the United States for review and approval at least 30 days before publishing. The United States will approve or provide any edits or comments within 21 days of receipt. If the District does not adopt the United States' recommended changes, it will provide a written explanation / justification within 14 days of receipt of the recommended changes. The Parties shall confer within 14 days of the District's response and work in good faith to resolve any disagreements related to the District's notice.

V. CULTURE, CLIMATE, & COMMUNITY ENGAGEMENT

23. The DEOCs, the Consultant(s), and the Superintendent will develop a plan to engage students, parents, and community members in the District's efforts to create discrimination and harassment-free learning environments for all. The District will solicit input from diverse groups of students when developing the engagement plan and include opportunities for students to take leadership roles in activities or events.

24. Under the engagement plan, the District will inform students, parents, and community members about its efforts to address racial harassment and other racial discrimination. To that end:

- a. Each DEOC will host outreach events and assemblies within their assigned schools, describing and explaining the District's harassment and discrimination policies. The sessions will cover, at a minimum: how to report harassment or other discrimination; how to report concerns regarding discipline and/or referrals to law enforcement; what to expect during an investigation; potential consequences and remedies; the differences between bullying and racial harassment or other racial discrimination; and information on student and parent rights (*e.g.*, presenting evidence, due process, and appeals).
- b. Each DEOC will attend at least one meeting per semester of the School Board to summarize the District's handling of discrimination and harassment complaints and an analysis of discrimination in the administration of discipline. If the School Board has or creates any committees focused on equity, at least one DEOC will be required to attend each meeting of the committee.
- c. Within 20 days after producing the annual January 31 report to the United States, the District will publish the information in Sections A-2(a)-(b), A-3(b), and A-5(a) of Appendix A annually on its website, redacting all personally identifiable information, race/ethnicity identifications, or other protected information.

25. The District will submit the proposed community engagement plan to the United States for review and approval within 30 days after the hiring of all DEOCs for the first year of the Agreement and 14 days before the first day of school each subsequent year.

26. Within 60 days after the hiring of all DEOCs, the District, in collaboration with the Consultant(s), will send to the United States for approval a plan to improve school culture and climate. This plan will include an assessment of: the current school climate; the prevalence of racial harassment or other racial discrimination, discriminatory discipline including referrals to

law enforcement, and other discrimination; and the impact of any such discrimination on students and the overall school environment. At a minimum, the plan will identify steps to further the following goals, staff who will help further the goals, and all additional resources needed to:

- a. Address racial harassment and other racial discrimination and the racially hostile environment;
- b. Address the discriminatory administration of discipline;
- c. Provide specialized counseling to students who have experienced trauma from racial harassment, hostile environments, or other racial discrimination; and
- d. Consider ways to increase representation of diverse students and staff in District materials, groups, programs, initiatives, and activities.

27. Each year, the District will work with the Consultant(s) to provide age-appropriate bullying and harassment intervention programming to all District students that describes the type of conduct prohibited by District policy and the processes for notifying school staff of incidents of bullying and harassment and other racial discrimination.

28. The District will work with the Consultant(s) to develop and administer two annual surveys. These surveys will assess the prevalence and effects of racial harassment and other racial discrimination, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken pursuant to this Agreement. The District will administer one to students, and the second to parents of District students. The District will make both surveys accessible to students and families with disabilities or limited English proficiency. The surveys may be completed anonymously.

29. The District will administer the student and parent surveys prior to December 1 of each school year throughout the term of this Agreement. The District will submit draft surveys to the United States for review and additional input at least 45 days prior to their administration. The DEOCs will analyze the results of the surveys and incorporate this analysis into the District's annual Effectiveness Assessment Report, described in Paragraph 19. If either the District, the United States, or the Consultant(s) determine that training is needed on how to analyze survey results, the District will provide such training to relevant staff.

30. The DEOCs and the Consultant(s) will convene secondary school student focus groups for the District's secondary schools each year in November and April. The District will work with the Consultant(s) to develop the focus group questions and will submit the draft questions to the United States for review and approval at least 60 days prior to their administration. The DEOCs will analyze the focus group results and incorporate the analysis into the District's annual Effectiveness Assessment Report.

31. Each year, the Consultant(s) will present the results from the student and parent surveys and student focus groups and the Consultant's/(s') recommended next steps to the School Board. The School Board will make every effort to implement all of the Consultant's/(s') recommendations. If the School Board does not implement one or more recommendations, it will explain in detail and in writing why such recommendations were not implemented.

VI. POLICIES AND PROCEDURES

32. In collaboration with the District, the Consultant(s) will review and assess all District- and school-level policies, practices, and procedures related to racial harassment and other race-based discrimination, including student discipline, and all related materials (*e.g.*, student and staff handbooks, student codes of conduct, ethical standards for staff, and staff discipline policies).

33. Within 30 days after the Consultant's/(s') start date, the Consultant(s) will provide the District with a report that includes any recommendations to ensure that District policies and practices are consistent with this Agreement and Federal law to prevent, investigate, and respond to racial harassment and other racial discrimination. The report will include recommended changes to school- and District-level policies and procedures and will identify what, if any, resources the District must allocate to fully implement the changes.

34. Within 7 days of receiving the Consultant's report, the District will provide it to the United States for review and comment.

35. Within 30 days after the Consultant's/(s') start date, and before submitting to the School Board, the District will submit to the United States its proposed revisions to District- and school-level policies and procedures with a detailed explanation of how the District will implement the policies and procedures, as well as a detailed explanation of any revisions or rejections of recommendations made by the Consultant(s). These policy revisions will include the District's proposed policies to address: (a) racial harassment and other racial discrimination; (b) racially hostile environment; and (c) discriminatory administration of school discipline. The District's policy revisions will cover these topics and the specific requirements for each topic described in the Policy Addendum (*see* Paragraph 49). The United States will provide comments within 30 days. If the District does not adopt the United States' recommended changes, it will provide a detailed written explanation/justification within 14 days of receipt of the recommended changes. The Parties shall confer within 14 days of the District's response and work in good faith to resolve any disagreements related to the District's policy revisions.

VII. TRAINING AND PROFESSIONAL DEVELOPMENT

36. The District will work with the Consultant(s) to review, revise, and implement trainings on racial harassment and other racial discrimination and discriminatory discipline practices, consistent with best practices and the terms in this Agreement. The District will work with the Consultant(s) to develop an annual training program for all staff who interact with students. The District and Consultant(s) will determine which trainings are required for specific staff and the format and timing for each training. Each staff member should complete all trainings identified as mandatory by the Consultant(s) by December 31 for the first year of the Agreement and by August 31 for subsequent years. The District will ensure that all staff who miss a required training will receive the training within 60 days of the missed training; all new hires will receive the training within 60 days of their hire. The District will annually reevaluate its professional development plan based on review of feedback from participants, its Consultant(s), and the United States, and relevant data in Appendices A and B.

37. The professional development plan will include instructor-led trainings and smaller school- or department-level workshops to teach staff how to identify, report, and respond to racial harassment or other racial discrimination and foster a safe and nondiscriminatory educational

environment. All trainings will be led by qualified instructors and will cover the topics in the Policy Addendum, at a minimum.

38. Within 60 days after the Consultant's/(s)' start date, the District will send its professional development plan to the United States for approval. The plan will include a description of how the District will develop and implement trainings and materials to cover topics in the Policy Addendum. The United States will provide any feedback, edits, or comments on the professional development plan within 45 days. If the District does not adopt the United States' recommended changes, it will provide a detailed written explanation/justification within 14 days of receipt of the recommended changes. The Parties shall confer within 14 days of the District's response and work in good faith to resolve any disagreements related to the professional development plan.

39. Within 30 days after the professional development plan in Paragraph 38 is approved by the United States, the District and Consultant(s) will develop and send to the United States the outline and materials for targeted trainings and assistance for staff and schools for those areas outlined in the Policy Addendum. The trainings, which will begin in the 2023-2024 school year, will focus on the specific areas of need as identified by the DEOC and Consultant(s) consistent with the Policy Addendum. The trainings shall include a minimum of 12 hours on non-discrimination in student discipline, implicit bias, and techniques for implementing culturally responsive, non-exclusionary disciplinary interventions.

VIII. MONITORING AND REPORTING

40. For the duration of this Agreement, the District will submit to the United States bi-annual reports in electronic format detailing its efforts to comply with this Agreement. The District will, for the duration of this Agreement, preserve and maintain all records and documents, including all electronically stored information, used to compile the annual report, and all other documents relevant to its compliance with this Agreement.

- a. By January 31 each year, the District will provide the information contained in Appendix A for the current school year.
- b. By July 1 each year, the District will provide the information contained in Appendix B for the school year that just ended.

41. The United States may request other information and documents reasonably related to the monitoring of this Agreement and the District's compliance with this Agreement and Federal law. The District will respond to all requests within 30 days unless otherwise agreed upon by the Parties.

42. The United States will inform the District in writing of any concerns regarding the District's compliance with this Agreement or relevant Federal law. The Parties will act in good faith to resolve any issues or concerns. The District understands and acknowledges that, in the event of a material breach by the District of this Agreement that cannot be resolved through good faith negotiations, the United States may initiate judicial proceedings under Title IV and/or to enforce the terms and obligations of the District under this Agreement. This Agreement does not relieve the District from its other obligations under other Federal laws. The United States retains the right to investigate and, where appropriate, initiate enforcement proceedings concerning any future alleged violations of Federal law by the District.

43. For the purposes of monitoring this Agreement, the United States, through its representatives and any consultant or expert it may retain, has the right to: conduct site visits; interview staff and students (with parent permission); observe trainings, workshops, and student focus groups; review and inspect the central reporting system; and request additional information or data as necessary for the United States to determine whether the District is in compliance with the terms of this Agreement. The United States may speak directly, without District counsel, with the District's Consultant(s), the DEOCs, and staff members who are not administrators and who have questions, concerns, or other information to share with the United States regarding the District's obligations under this Agreement and Federal law. The District will not retaliate against staff, parents, or students, who participate in the United States' investigation, monitoring, and enforcement of this Agreement.

44. The DEOCs will create quarterly reports for the meetings with the Superintendent (*see* Paragraph 18) describing the school- and District-level compliance progress with the terms of this Agreement and areas in need of improvement. The quarterly reports will also include: a summary of the racial harassment and other racial discrimination complaints received and the District's response (flagging the complaints that may need additional support or resources); an analysis of discipline data, including an assessment of discrimination in the administration of discipline; and any other barriers to students of color accessing District services and programs. The District will forward all reports to the United States within 7 days of receipt.

45. By July 1, 2025, the DEOCs and Consultant(s) will conduct an assessment of the District's progress in responding to complaints of racial harassment and other racial discrimination and addressing discriminatory disciplinary practices, including analyses of the Effectiveness Assessment Reports (*see* Paragraph 19) from the two previous school years and other analyses as determined by the United States, to evaluate the effectiveness of its efforts towards meeting the terms of this Agreement. The Parties will meet to discuss the results of the assessment and any concerns.

46. The District agrees that all Appendices and Addendums are enforceable parts of this Agreement.

47. If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of any other part of the Agreement. The District and United States will meet within 15 days of such decision by a court of competent jurisdiction to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.

48. This Agreement will remain in effect until the United States determines that the District has complied fully with its provisions and its obligations under the Equal Protection Clause. The Parties anticipate that the District will achieve compliance, subject to full and faithful implementation, after it submits its annual report in July 2027. The United States will notify the District of any compliance-based objection within 90 days of receiving the July 2027 report and the District will make a good faith effort to address those objections within a reasonable period of time and will negotiate modifications of the Agreement to address objections that cannot be resolved within 60 days. At any point during the term of the Agreement, the Parties may, upon mutual written agreement, extend or amend this Agreement.

POLICY ADDENDUM

49. As described in Paragraph 35, by June 5, 2023, the District will submit to the United States its proposed revisions to District- and school-level policies and procedures (District Policy Revisions) to appropriately address **(a) racial harassment and other racial discrimination; (b) racially hostile environment; and (c) discriminatory administration of school discipline** consistent with the terms of this Agreement and Federal law.

- a. To prevent, investigate, and address **racial harassment and racially hostile environments**, the District Policy Revisions will, at a minimum, include proposed policies on:
 1. Racial Harassment. The District will define racial harassment and other racial discrimination, and a racially hostile environment, and will include examples of student-on-student and staff-on-student conduct that would constitute racial harassment, discrimination, and/or a racially hostile environment. The District will explain the difference between bullying as defined in the District’s bullying policy and racial harassment, and clarify what is covered under each policy. The District will also give examples on how racial harassment and a racially hostile environment negatively impacts student access to services, programs, or activities in the educational program. The policy will:
 - a. Make clear that the use of the “n-word” or other racial slurs or epithets constitute race-based harassment (and not merely profanity or vulgarity); and
 - b. Make clear that use of Confederate symbols to intimidate, threaten, and/or harass students and otherwise disrupt the educational environment is prohibited.
 2. Complaint Intake Process. The District will develop complaint intake procedures for students, parents, and staff to ensure that allegations of racial harassment and other racial discrimination are promptly and accurately reported and recorded through the central reporting system. The procedures will specify the multiple ways that individuals can report incidents of racial harassment and other racial discrimination (including, but not limited to, an oral or written report or complaint, through the central reporting system, or to staff) and the procedures staff will use to receive and document complaints. The District will describe how staff will enter complaints into the central reporting system, including requirements that: all discipline narratives should state the events with particularity, including verbatim slurs, threats, taunts, etc., rather than general statements; any incident involving harassment or other discrimination must be properly categorized / coded as such; and for all incidents of harassment or discrimination based on a protected class, the protected class must be identified.
 3. Staff Reporting Process. The District will require staff to report all incidents of alleged racial harassment and other racial discrimination, including incidents they witness or learn of from a student, parent, third party, or another staff member, regardless of whether they witnessed the incident. District policy will ensure the complaints are promptly, appropriately, and effectively investigated and resolved.

The District will describe its procedures for reporting oral complaints (where the reporting individual describes the incident, but does not submit a written complaint), anonymous complaints, and complaints from witnesses or third parties. The District will provide clear guidance on how to file a report when the student subjected to the harassment or discrimination is unknown (*e.g.*, graffiti or social media post) or the incident occurs off-campus but has a continuing effect on the school environment.

4. Student Reporting Process. The District will develop a process so that students who experience, witness, or learn of potential harassment or discrimination can report such incidents, using age-appropriate reporting methods, such as the central reporting system, verbal, and/or written complaints.
5. Investigations of Student-on-Student Harassment. The District will develop procedures describing how staff will investigate complaints of student-on-student racial harassment or other racial discrimination, including how to: communicate with affected parties using trauma-informed interviewing skills; gather information; interview witnesses; respond to off-campus conduct that has a continuing effect on District programs and activities; apply the standard of evidence; make findings, retain records; and resolve complaints in a timely, appropriate, and effective manner.
6. Investigations of Staff-on-Student Harassment. The District will develop procedures on how the District will investigate complaints of staff-on-student racial harassment or other racial discrimination, including complaints submitted by students, parents, and community members through the central reporting system or to the DEOCs. The procedures will address the role of the Human Resources Department and any disciplinary committee(s). The District will require staff to report incidents of alleged staff-on-student racial harassment or other racial discrimination in the central reporting system or by directly notifying the Director of Human Resources.
7. Protection from Retaliation. The District will investigate and respond to incidents of retaliation for filing a complaint or participating in an investigation using the same process(es) it uses for racial harassment or other racial discrimination. The District will take prompt action to remedy all acts of retaliation experienced by students and / or staff in response to filing a complaint or participating in an investigation related to an incident of racial harassment or other racial discrimination.
8. Central Reporting System. The District will develop and implement a procedure for creating, managing, and monitoring the central, electronic reporting system.
9. Immediate Safety Measures. The District will develop procedures requiring the DEOCs to determine within 2 school days of receipt of a complaint the need for interim safety measures to protect the safety of the complainant, student subjected to the harassment or discrimination (if not the complainant), and/or witnesses; put such measures in place as needed; and monitor their effectiveness.

10. Notice. The District will develop and implement procedures to send all complainants, students subjected to harassment or discrimination (if not the complainant), and staff or students alleged to have engaged in harassment or discrimination notice of: the complaint; information regarding the investigation process, including the person's right to submit evidence and an estimated timeline; District findings (whether or not the alleged conduct occurred); the actions the District will or will not take in response; and their right to appeal. The District will send notices addressed to students to the student's parent in a language the parent understands.
 11. Remedial Measures. The District, in collaboration with the Consultant(s), will assess the District's remedial measures to determine if they are trauma-informed, victim-centered, research-based, and effective at preventing future harassment or discrimination and creating a safe environment free from hostility and discrimination. The District and Consultant will work to develop new remedial measures aimed at improving the District's climate and culture and preventing incidents of racial harassment or other racial discrimination.
 12. Monitoring. The District will create a process for monitoring the District's compliance with the District's non-discrimination policies and procedures, including ensuring that staff and students complete remedial measures instituted to remedy harassment or discrimination. The DEOCs will periodically review the District's responses to complaints of racial harassment or other racial discrimination to ensure they were timely, appropriate, and effective.
 13. Appeal Process. The District will develop and implement an appeal process for students subjected to harassment or other discrimination and students alleged to have engaged in harassment or other discrimination and their parents to appeal the District's response to complaints of racial harassment or other racial discrimination. All appeals will be forwarded to the DEOCs and the Superintendent. The District will notify students subjected to harassment or other discrimination and students alleged to have engaged in harassment or other discrimination of their right to appeal and provide them an opportunity to be heard, including to explain why the District's response was insufficient, ineffective, or unfair, and/or did not address ongoing safety concerns.
 14. Appeal Board. The DEOCs will appoint a panel of at least three administrator-level employees (principal or central office) to hear appeals. Those interested in serving on the Appeal Board must demonstrate their impartiality and commitment to creating and maintaining a safe and welcoming environment for all students that is free from harassment and discrimination. The DEOCs will ensure all members of the Appeal Board receive training on how to conduct appeals in a thorough, impartial, and fair manner.
- b. To address and prevent the **discriminatory administration of student discipline**, the District Policy Revisions will, at a minimum, include proposed policies on:
1. District-wide Student Code of Conduct. The District, in consultation with the Consultant(s), will develop a District-wide Student Code of Conduct that: states that

- the District will not tolerate discrimination on the basis of race including when enforcing the Student Code of Conduct as well as its law enforcement referrals; describes available alternatives to exclusionary discipline; explains that staff must use positive behavioral supports, interventions and corrective practices before assigning exclusionary discipline unless a student's presence in school poses a threat to safety; provides for appropriate due process, including for students with disabilities; and outlines classroom management and student discipline strategies, including defining the specific circumstances in which it is appropriate to request the involvement of an SRO or other law enforcement.
2. Data Review. The DEOCs will review the District's discipline data and referrals to law enforcement to identify whether students of color are disciplined/referred at disproportionate rates or more harshly than their white peers for similar conduct. The DEOCs will identify the methodology to be used, including what data will be collected and reviewed at each school (*e.g.*, name of the student and the referring teacher, race/ethnicity of the student and the referring teacher), and how to identify similarly situated students. The school-level review will be completed monthly and the District-level review will be completed quarterly.
 3. School-level Review. Every other month, each school will analyze classroom, grade, and school-level discipline data to ensure students of color are not disciplined more harshly than their similarly situated white peers; develop and implement plans to address any identified concerns; and coordinate professional development to remedy discriminatory practices and implement positive behavioral supports. Schools may recommend staff members to participate in additional training on non-discrimination in student discipline, implicit bias, and techniques for implementing culturally responsive, non-exclusionary disciplinary interventions.
 4. District-level Review. By August 1, 2023, the District, with the assistance of the DEOCs and its Consultant(s), will determine the criteria by which the District will identify staff members and schools that discipline students of color disproportionately in comparison to their similarly situated white peers, including with referrals to law enforcement, and provide those staff members and schools with training on non-discrimination in student discipline, implicit bias, and techniques for implementing culturally responsive, non-exclusionary disciplinary interventions. Staff and school training referrals will occur at least once each semester and the assigned training must be completed by the end of the school year.
 5. Protecting Students Subjected to Racial Harassment. When a student complains that racial harassment or other racial discrimination preceded or instigated a disciplinary incident, the District will consider the totality of the circumstances when considering appropriate disciplinary outcomes, including the impact that the alleged racial harassment or other racial discrimination and a racially hostile environment may have had on the student subjected to the harassment or discrimination. The District will respond to all allegations of racial harassment or other racial discrimination, including when the District becomes aware of harassment or discrimination due to another disciplinary incident.

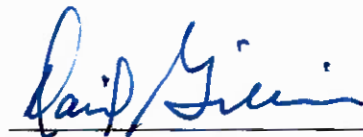
6. Appeal. The District will establish a clear and consistent process for students and parents to appeal a school discipline decision. The appeal process will include, at a minimum, an impartial hearing officer, written notice of a right to appeal, and a hearing.
7. Developing Positive Behavior Supports. The District will develop and implement clear, concrete, and accessible strategies for classroom management and student discipline, including de-escalation, conflict resolution, and positive behavioral strategies to improve classroom culture and climate.

SIGNATURES

For the Madison County School District:

Beth Brock, Chair
Madison County Board of Education

DAVID GILLIAM, Superintendent
Madison County Schools



Madison County School District
301 Highland Park Drive
Richmond, KY 40475
(859) 624-4500

For the United States of America:

KRISTEN CLARKE
Assistant Attorney General



SHAHEENA A. SIMONS, Chief
FRANZ R. MARSHALL, Deputy Chief
CHRISTOPHER AWAD, Trial Attorney
LEIGHANN ROSENBERG, Trial Attorney
Educational Opportunities Section
Civil Rights Division
United States Department of Justice
150 M Street NE
Washington, DC 20002
(202) 514-4092
Christopher.Awad@usdoj.gov
LeighAnn.Rosenberg@usdoj.gov

CARLTON S. SHIER, IV
United States Attorney



CARRIE B. POND
Assistant United States Attorney
Office of the United States Attorney
Eastern District of Kentucky
260 W. Vine Street, Suite 300
Lexington, KY 40507-1612
(859) 685-4869
Carrie.Pond@usdoj.gov

Date: 6/12/2023

APPENDIX A: JANUARY 31 REPORT

The District will produce the following information to the United States by January 31 each year of the Agreement. The District will upload all documents and data to the United States' electronic file sharing system (Justice Enterprise Filing System or JEFS). Data will be provided in a sortable, searchable electronic format (*e.g.*, Microsoft Excel spreadsheet or Access database). Unless otherwise noted, the data and documents will be from the current school year. The District may include additional information or documents for the United States' review.

- | | |
|--|---|
| A-1. Student Information | (a) A master list of all students including each student's student ID, race/ethnicity, grade, and school. |
| A-2. Policies and Procedures | (a) All new or amended policies and procedures related to this Agreement not already produced to the United States, including amendments to student policies.

(b) Procedures developed by the District to determine which student-on-student complaints should be investigated by the DEOCs (<i>see</i> Policy Addendum). |
| A-3. Staffing and Professional Development | (a) A list of all staff including each staff member's name, title, number of years in the profession and with the District, and assigned school(s) or site(s).

(b) Names of the following staff members: (i) District Equal Opportunity Coordinators (DEOCs); (ii) any other person(s) assisting the District in implementing or ensuring compliance with this Agreement.

(c) Dates of materials from all relevant summer or fall orientation trainings including the topics covered, target audience, materials, handouts, PowerPoint presentation(s), and a list of staff who were required to, but did not attend the trainings. |
| A-4. Programs and Outreach | (a) Notice described in Paragraphs 20-21 and a list of and links to where the notices were posted or distributed.

(b) Dates, locations, number of attendees, and topics discussed at the information sessions described in Paragraph 24.a.

(c) Description of all District programs or initiatives intended to fulfill any terms of the Agreement. |

A-5. Third-Party
Consultant(s)

- (a) List of all approved third-party Consultant(s), the executed Memorandum of Understanding, and a description of the specific responsibilities for which each Consultant is responsible, including references to the applicable paragraphs in this Agreement.
- (b) Potential needs for additional third-party Consultants and anticipated hiring schedule.

APPENDIX B: JULY 1 REPORT

The District will produce the following information to the United States by July 1 each year of this Agreement. The District will upload all documents and data to the United States' electronic file sharing system (Justice Enterprise Filing System or JEFS). Data will be provided in a sortable, searchable electronic format (*e.g.*, Microsoft Excel spreadsheet or Access database). Unless otherwise noted, the data and documents will be from the school year that just ended. The District may include additional information or documents for the United States' review.

- | | |
|--|---|
| B-1. Students | <ul style="list-style-type: none">(a) A master list of all students including each student's student ID, race/ethnicity, grade, and school.(b) Materials from all age-appropriate bullying and harassment intervention programs held in the past school year including: topics covered; names and positions of facilitator(s); schools and grades served; handouts; PowerPoint presentations; and feedback forms (if any). |
| B-2. Central Reporting Systems | <ul style="list-style-type: none">(a) All complaints of racial harassment or other racial discrimination in the central reporting system (<i>i.e.</i>, Infinite Campus) along with all supporting documentation for the entire school year, including the District's response.(b) A summary of any barriers identified by the DEOCs to using the TIP Line (<i>e.g.</i>, language barriers, internet access, technical difficulties, reluctance to submit forms online) and the steps taken to increase access to the system especially among underrepresented minority groups. |
| B-3. Staffing and Professional Development | <ul style="list-style-type: none">(a) A list of all staff including each staff member's name, title, number of years in the profession and with the District, and assigned school(s) or site(s).(b) All materials related to staff referrals to the Department of Human Resources or disciplinary committee for complaints of racial harassment or other racial discrimination, including the District's determination.(c) Materials from all relevant trainings held in the past school year and not included in the January report including the topics covered, target audience, handouts, PowerPoint presentations, list of individuals who did not attend, and feedback forms.(d) Materials from all relevant trainings for the upcoming school year including topics covered, target audience, handouts, PowerPoint presentations, and presenter(s). |

- (e) For the upcoming school year: list of faculty and staff designated to receive additional training on non-discrimination in student discipline, implicit bias, and techniques for implementing culturally responsive, non-exclusionary disciplinary interventions.

B-4. Equal Opportunity Meetings

Agendas, notes, and materials from the following meetings:

- (i) District Equal Opportunity Coordinators and Consultant(s), including the date, attendees, and action items (if any) for each meeting;
- (ii) District Equal Opportunity Coordinators, Consultant(s), and the Director of Human Resources, described in Paragraph 17, including the date, attendees, and action items (if any) for each meeting; and
- (iii) District Equal Opportunity Coordinators and the Superintendent, described in Paragraph 18, including the date, action items (if any), and required reporting for each meeting.

B-5. Student Discipline

- (a) Disaggregated discipline data by each student's student ID, race/ethnicity, grade, school, incident type, description of incident, date of incident, disciplinary outcome, the outcome's length of time, referring staff, and disciplining staff.
- (b) All discipline appeals or petitions with list of Appeal Board members and the District's decision.

B-6. Law Enforcement and SROs

- (a) List of referrals to law enforcement by each student's student ID, race/ethnicity, grade, school, incident type, description of incident, date of incident, disciplinary outcome, the outcome's length of time, referring staff, and explanation by referring staff explaining why law enforcement involvement was necessary.
- (b) List of investigations of complaints of racial harassment or other racial discrimination where an SRO was involved by name of SRO; name of complainant; student ID of each student(s) subjected to the harassment or other discrimination; date(s) of incident; date of report; school; grade; description of incident; how the SRO became involved (if responding to a call, the name of the person who called the SRO); summary of SRO involvement; and outcome of the incident, including whether the student was referred to school administration, referred to law enforcement, or arrested.

B-7. Monitoring and Program Evaluation

- (a) Based on District review of staff compliance and staff feedback from the past school year, a summary of additional training and support needs for the next school year.
- (b) Detailed results and findings from the student and parent surveys and student focus groups, recommended next steps to the School Board, and the School Board's plan to implement the recommendations.
- (c) All Consultant reports or findings not already produced.