



U.S. Department of Justice

Civil Rights Division

United States Attorney's Office

Eastern District of Tennessee



Settlement Agreement
between
The United States of America
and
Hawkins County Schools



INTRODUCTION

On March 29, 2023, the U.S. Department of Justice, through its Civil Rights Division's Educational Opportunities Section and the United States Attorney's Office for the Eastern District of Tennessee (together, the "Department"), notified Hawkins County Schools (the "District") that it had initiated an investigation into allegations of race-based harassment related to *Qualls v. Hawkins County Schools*, No. 2:22-cv-00058, (E.D. Tenn. 2022), based on our authority under Titles VI and IV of the Civil Rights Act, 42 U.S.C. § 2000d, *et seq.* and 42 U.S.C. § 2000c, *et seq.* The Department requested that the litigating parties provide all documents produced through discovery, as well as any additional materials it wished for us to consider. The Department reviewed approximately 2,000 pages of responsive documents—including policies, incident files, witness notes, and emails—as well as audio and video recordings. In May and July 2023, the Department attended all seven depositions conducted by the parties in litigation. The Department closely reviewed information related to 16 incidents of alleged race-based harassment and/or violence at a District middle school in the nine-month period from September 2021 to May 2022. The District promptly complied with all Department requests for information and fully cooperated throughout the investigation.

On September 8, 2023, following a careful review, the Department notified the District of its finding that the District had been deliberately indifferent to known race-based harassment in its schools, violating the equal protection rights of Black students. The District disagrees with the Department's findings and conclusions related to allegations of race-based harassment and/or violence, and disagrees that it or its agents acted with deliberate indifference. However, the District remains open to working with the Department toward the shared goal of ensuring that all students who attend Hawkins County Schools, regardless of race, have access to a safe, inclusive and equitable school climate.

The United States and the District (collectively, the "Parties") voluntarily enter into this Agreement to proactively address concerns and to reflect the District's continued commitment to ensuring that all students have equal access to educational opportunities, regardless of race.



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DEFINITIONS OF AGREEMENT TERMS

- A. **Allegation(s) of Discrimination** means formal and informal, verbal and written communications, reports, and complaints where a student alleges bias or discrimination, including harassment, on the basis of protected categories, including race, in interactions with staff, students, or third parties, or in the application of policies or procedures to the student.
- B. **Days** means calendar days except that if a deadline under this Agreement occurs on a weekend or holiday, the due date will be the next business day.
- C. **Discipline** refers to any student consequence—including, but not limited to, corrective conversations, conferences, loss of points and exclusionary discipline— administered by District staff for an infraction of a Student Code of Conduct or for other behavior.
- D. **Document(s)** means all written, printed, and electronic records and communications.
- E. **Effective Date** means the date when both Parties have signed this Agreement.
- F. **Exclusionary Discipline** means any disciplinary consequence that temporarily or permanently removes a student from classes, including suspension and expulsion.
- G. **Hostile environment** exists when harassment is objectively offensive and sufficiently serious that it limits or denies a student's ability to participate in or benefit from the services, activities, or opportunities in the educational program.
- H. **Parent** refers to either or both biological or adoptive parent(s) of the student, a student's legal guardian, or other person legally responsible for a student under state law.
- I. **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.
- J. **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).



Section 1. General Principles

- A.** The District will take prompt and effective action, consistent with Federal law, reasonably calculated to address alleged racial harassment in its schools, programs, and activities.

- B.** The District will take immediate and appropriate steps to investigate possible racial harassment or otherwise determine what occurred. If any confirmed harassment creates or contributes to a hostile environment within its schools, programs, or activities, the District will take effective steps reasonably calculated to end racial harassment and prevent its recurrence, eliminate the racially hostile environment, prevent its recurrence, and remedy its effects. Effective steps may include the issuance of new policies against harassment and new procedures by which students, parents, and employees may report allegations of harassment (or wide dissemination of existing policies and procedures). Effective steps to end harassment may also include separating the accused harassing student and the targeted student, providing counseling for the targeted student and/or harassing student, or taking disciplinary action against the harassing student after appropriate due process has been afforded. These steps should not penalize the student who was harassed. When steps the District has taken are not working, the District will escalate its response and broaden the scope of its efforts to end the harassment and/or eliminate the hostile environment. The Department acknowledges that the actions required of the District under this Agreement are related to the alleged racial discrimination occurring within its schools, programs, or activities.

- C.** The District will delegate to the Director of Schools the responsibility to oversee the District's compliance with this Agreement and Federal law. If the Director of Schools or School Board determines that additional staffing resources are needed, the District will either assign or hire additional staff to meet those staffing needs and ensure compliance with this Agreement and Federal law.



Section 2. New Resources

- A.** Before the start of the 2024-25 school year, the District will hire a full-time Compliance Officer to fill a new district-level role created to lead the District's efforts to address harassment (the "Compliance Officer").¹ If the District is not able to fill the position within 60 days of the Effective Date of this Agreement, the District will confer with the Department on potential contingencies that would allow for compliance with the Agreement's requirements.
- B.** The Compliance Officer will have responsibilities, input, and oversight related to individual complaints, individual discipline, data/trend analysis, holistic corrective actions, and remedial measures, policies, procedures, and training. The Compliance Officer will oversee the District's resolution of racial harassment or other racial discrimination complaints in compliance with Board Policy, this Agreement, and state/federal law,² conduct outreach to parents, and educate students and continue to work with a third-party Consultant ("Consultant"), currently STARS of Nashville, to train staff on preventing harassment and discrimination as codified in the District's policies and procedures. The Compliance Officer will regularly monitor student discipline systems for incidents of bullying, harassment, and/or discrimination. The Compliance Officer will report directly to the Director of Schools. The District will maintain this position for the duration of the Agreement.
- C.** Unless otherwise approved by the United States, the District will continue to work with a Consultant for the duration of the Agreement. The Consultant 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 alleged 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, though ultimate approval of the same remains within the discretion of the District through its Board and its Director of Schools. The District has an existing contractual relationship with STARS of Nashville on Restorative Practices trainings and their Move2Stand programming for all middle and high schools within the District.³
- D.** Should the District wish to change its consultant, the District will send a list of at least three potential Consultants to the United States, along with each candidate's Curriculum Vitae, identification of all school districts with which the candidate has been employed, a summary of the District's reference check results, and a short description of the candidates' experience with the duties described in Section 2.C. If the District proposes to

¹ The District provided the United States with a draft job description for this role on April 26, 2024. The Department will provide its input and approval on such job description before the position is advertised and eventually filled by the Director of Schools.

² While this Agreement relates to racial harassment and other racial discrimination, the District may choose to use the Coordinator to oversee the District's resolution of all forms of protected class harassment or discrimination.

³ The District provided the United States with information regarding STARS on January 23, 2024.



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.

1. 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.
 2. 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.
- E.** The District will execute a Memorandum of Understanding ("MOU") with the Consultant further confirming and outlining how the Consultant will help the District implement the specific provisions of this Agreement, including by meeting applicable deadlines. The District will provide a copy of the finalized MOU to the United States for review and approval before it is ultimately proposed to the Board for approval. The United States will either approve or provide written feedback on the MOU within 21 days of receipt. The District and the Consultant will execute the MOU within 30 days of the United States' approval and the Board's approval, and the date of the complete execution of the MOU will be the "Consultant Start Date." The 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 to review and assess the District's policies, practices, trainings, staffing qualifications, and District and school culture, and to develop an ongoing plan to ensure the District remains in compliance with this Agreement and Federal law. The District may also continue to use its counsel to provide input and guidance regarding Title VI policies, procedures, training, etc.
- F.** 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 this Section.



Section 3. Reporting and Responding to Complaints of Harassment and Discrimination

- A.** Within 60 days of the Effective Date, the District will ensure that its central data management system is able to receive, track, and manage all complaints or reports of racial harassment and other racial discrimination, including complaints made directly to all staff, administrators, and SROs, as well as race-based incidents or issues recorded in the context of discipline entries (*e.g.*, when racial harassment is reported preceding a 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. The central data management 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; allow for tracking complaints involving the same student(s) across different schools; and generate or store copies of 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 data management system complies with the Americans with Disabilities Act and the Family Educational Rights and Privacy Act.
- B.** Within 60 days of the Effective Date, the District will launch a new, electronic complaint reporting portal that 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 portal will allow individuals (including parents, students, staff, and community members) to electronically submit complaints of discrimination and harassment, as well as intimidation, hazing, and bullying. The portal must be accessible from links on District and school websites, by computer or mobile device, and to students and parents with disabilities or limited English proficiency. The portal will accept, 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.⁴
- C.** The District will maintain all records of complaints of alleged racial harassment or other discrimination, including all electronic and paper records, for at least four 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.
- D.** The District will develop procedures to timely, appropriately, and effectively respond to each complaint, consistent with this Agreement and Federal law (the "Complaint

⁴ The District has provided information to the United States regarding its preferred program and believes the program will integrate well with the District's student information system to appropriately perform the tasks and obligations outlined within this Subsection.



Procedures”). With input from its Compliance Officer, the District will submit the Complaint Procedures to the United States for review and input within 60 days of the Compliance Officer Start Date.

1. The Complaint Procedures will include clear instructions on responsibilities for monitoring the complaint reporting portal and central data management system and for when and how to notify relevant staff.
 2. The Complaint Procedures will require that, within 10 days of receipt of a complaint, the District will enter a detailed summary of actions taken in response to the complaint into the central data management system, including, but not limited to: a summary of interviews with the person(s) 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 of the remedial or disciplinary response (if any). If the complaint and/or the related investigation are not resolved within 10 days due to the availability of a student(s) essential to the investigation, then the District will ensure that the complaint is resolved within 15 days of receipt of the complaint.
- E. Starting in October 2024, and then quarterly thereafter, the Compliance Officer will meet with the Consultant, and, if desired, school counsel, to review all racial harassment or other racial discrimination complaints received in the previous quarter. Meetings to review alleged student-on-student harassment or discrimination will be held with the school principals (either individually or in targeted groups), and meetings to review allegations of staff-on-student harassment or discrimination will be held with the Director of Human Resources. Participants in these quarterly meetings will discuss: promising practices, trends in alleged 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 of investigations of the District’s response; need, if any, 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 additional professional development or to disciplinary committee(s), as appropriate.
- F. At the conclusion of each school year, the District will assess the effectiveness of its anti-harassment and non-discrimination efforts (the “Annual Effectiveness Assessment” or “AEA”). The AEA will be prepared by the Compliance Officer and will include analyses of whether the District has made any progress on the items identified in Appendix B. The AEA will also include steps the District will take if necessary to improve its effectiveness in



the next school year.⁵ The District will submit the AEA to the United States by May 31 each year during the term of this Agreement.

⁵ An 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.



Section 4. Notice on Harassment and Non-Discrimination

- A.** In collaboration with the Compliance Officer, each year the Director of Schools 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 2024-2025 school year. The District will send the notice directly to parents, students, and staff via electronic mail, sending via letter mail when requested, and publish it on the District's website homepage, in the Central Office, and the School Handbooks beginning in the 2024-2025 school year. The District will make the notice accessible to students and parents with disabilities and/or limited English proficiency.

- B.** The notice will describe the District's obligations to promptly and appropriately investigate and resolve all complaints of discrimination, including alleged 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 through the complaint portal. The notice will inform students, parents, and staff that:
 - 1.** 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;
 - 2.** The District's complaint form and complaint portal allow students, parents, and staff to submit complaints and school and District leaders;
 - 3.** The District will conduct a prompt and thorough investigation into all complaints of racial harassment, discrimination, or retaliation; and
 - 4.** This Agreement, and an agreement summary will be posted on the District's website.

- C.** 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 provide any suggested edits or comments within 21 days of receipt. The Parties will confer and work in good faith to resolve any disagreements related to the District's notice.



Section 5. Culture, Climate, and Community Engagement

- A.** The Compliance Officer and the Director of Schools 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 and the Consultant when developing the engagement plan and include opportunities for students to take leadership roles in activities or events.

- B.** 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:
 - 1.** The Compliance Officer and/or the Consultant will host outreach events and assemblies to prevent racial harassment, including 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). At least one such event will be held at each school each school year, and may occur simultaneously with parent and community events already scheduled and planned with the Consultant.

 - 2.** The Coordinator will attend at least one meeting per semester of the School Board to summarize the District's resolution 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, the Coordinator will be required to attend each meeting of the committee.

 - 3.** 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) and B-7(b) (detailed findings from the surveys) of Appendix A annually on its website, redacting all personally identifiable information, race/ethnicity identifications, or other protected information.

- C.** The District will submit the proposed community engagement plan to the United States for review and input within 60 days after the hiring of the Compliance Officer for the first year of the Agreement, and 14 days before the first day of school each subsequent year.

- D.** Within 60 days after the hiring of the Compliance Officer, the District will send to the United States for review and input a plan to improve school culture and climate. This plan will include an assessment of the current school climate; the prevalence of alleged racial harassment or other alleged racial discrimination, discriminatory discipline including referrals to law enforcement, and other alleged discrimination; and the impact of any such



alleged 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:

1. Address alleged racial harassment and other alleged racial discrimination and any alleged racially hostile environment;
 2. Address, if found, any discriminatory administration of discipline;
 3. Provide specialized counseling to students who have experienced trauma from substantiated racial harassment, hostile environments, or other racial discrimination; and
 4. Consider ways to encourage representation of diverse students and staff in District materials, groups, programs, initiatives, and activities.
- E.** The District will work with the Compliance Officer to modify its annual parent and community surveys to also assess the prevalence and effects of alleged racial harassment and other alleged racial discrimination, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken under this Agreement. The District will make its parent and community surveys accessible to students and parents with disabilities or limited English proficiency. The surveys may be completed anonymously, and, under Tennessee law, cannot be required of either students or parents. The District's parent and community surveys will be sent out, completed, and compiled annually during the term of this Agreement. The District will submit draft surveys to the United States for review and approval at least 45 days before their administration. The Compliance Officer will analyze the results of the surveys and incorporate this analysis into the District's Annual Effectiveness Assessment.
- F.** The Compliance Officer and the Consultant will continue to work with and use secondary school student focus groups for the District's secondary schools each year during the first and second semester. The District will work with the Compliance Officer and the Consultant to develop focus group questions and will submit the draft questions to the United States for review and approval at least 60 days before their administration. The Compliance Officer will analyze the focus group results and incorporate the analysis into the District's Annual Effectiveness Assessment.
- G.** Each year, the Compliance Officer will present the results from the student and parent surveys and student focus groups and recommended next steps to the Board. The Board will make every effort to consider and, if appropriate, implement such 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.



Section 6. Policies and Procedures

- A.** The District will require that the Compliance Officer, under the Board's authority and direction, 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).
- B.** Within 30 days after the Compliance Officer's Start Date, the District will require that the Compliance Officer provides 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 alleged racial harassment and other alleged 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.
- C.** Within 7 days of receiving the Compliance Officer's report, the District will provide it to the United States for review and input.
- D.** Within 45 days after the Compliance Officer's Start Date, and before submitting to the 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 proposed policies and procedures, as well as a detailed explanation of any revisions or rejections of recommendations made by the Compliance Officer.
- E.** The United States will provide comments on the District's proposed revisions to its policies and procedures within 30 days of receipt. 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 will confer and work in good faith to resolve any disagreements related to the District's policy revisions.
- F.** To prevent, investigate, and address alleged racial harassment and alleged racially hostile environments, the District's 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 make clear that:
 - i.** The use of the "n-word" or other racial slurs or epithets constitute race-based harassment (and not merely profanity or vulgarity);



- ii. The use of racist imagery or symbols to intimidate, threaten, and/or harass students and otherwise disrupt the educational environment is prohibited; and
 - iii. Each allegation of racial harassment or other racial discrimination will be investigated promptly and reasonably, with all parties afforded appropriate due process, and, when necessary, appropriate and effective remedial, disciplinary, or other measures.
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 data management 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 data management 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 data management 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 alleged 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. The District will encourage complainants, for purposes of consistency and expediency, to use its preferred program, currently BRIM, for reporting whenever possible.
3. Staff Reporting Process. The District will require staff to promptly 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 complaint reporting portal, verbal, and/or written complaints.



5. Investigations of Student-on-Student Harassment. The District continue to follow and modify procedures describing how staff will investigate complaints of alleged student-on-student racial harassment or other alleged racial discrimination, including how to: communicate using evidence-based practices; gather information; interview witnesses; respond to off-campus conduct that disrupts the educational environment, including by creating a hostile environment in 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 continue to follow and modify procedures on how the District will investigate complaints of alleged staff-on-student racial harassment or other alleged racial discrimination, including complaints submitted by students, parents, and community members through the central data management system, to the Compliance Officer, or to any other District staff member or official. 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 data management system or by directly notifying the Director of Human Resources.
7. 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/or 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.
8. Protection from Retaliation. The District will investigate and respond to alleged incidents of retaliation for filing a complaint or participating in an investigation using the same process(es) it uses for alleged racial harassment or other alleged 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 alleged incident of racial harassment or other alleged racial discrimination.
9. Complaint Reporting Portal. The District will develop and implement a procedure for creating, managing, and monitoring the Complaint Reporting Portal.
10. Notice. The District will develop and implement procedures to send all complainants, students alleged to have been 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. Immediate Safety Measures. The District will develop procedures requiring the Compliance Officer to determine within two school days of receipt of a complaint the need for interim safety measures (a "Student Safety Plan") to protect the safety of the complainant, student subjected to the harassment or discrimination (if not the complainant), and/or witnesses. At minimum, the District will affirmatively offer to discuss a safety plan with parents for any student who has alleged repeat incidents or on-going harassment. A Student Safety Plan may include: designating safe adults in the building to whom the student can report; providing expedited notice to parents; altering bus and classroom assignments; allowing the use of a cellphone outside of class time for emergencies; providing a "hall pass" to be used at any time to seek help from a designated staff member; providing counseling services; reasonable monitoring by school resource officers; or allowing for a transfer to another school in the District, when possible. Procedures will describe considerations for implementing such measures and monitoring their effectiveness.
12. Remedial Measures. The District, in collaboration with the Compliance Officer, 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 Compliance Officer 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.
13. 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 Compliance Officer will review the District's responses to complaints of alleged racial harassment or other alleged racial discrimination to ensure they were timely, appropriate, and effective.
14. Appeal Process. The District will develop and implement an appeal process for students subjected to alleged harassment or other alleged 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. The District will notify students subjected to alleged harassment or other alleged 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.



Section 7. Training and Professional Development

- A.** The District will work with the Consultant, school counsel, and others when appropriate to review, revise, and implement trainings to prevent and remedy 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, school counsel, and others when appropriate to develop an annual training program for all staff who interact with students. The District 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 May 31 for the first year of the Agreement and before the first day of school for students in all subsequent school years starting in the summer of 2025. 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), the United States, and the Compliance Officer, and relevant data in Appendices A and B.
- B.** Within 30 days after the Board adopts the policies described in Section 6, the District will send its professional development plan to the United States for review and input. The plan will include a description of how the District will develop and implement trainings and materials to cover topics in Section 6. 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 Section 6, at a minimum.
- C.** 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 will confer within 14 days of the District's response and work in good faith to resolve any disagreements related to the professional development plan.
- D.** Within 30 days after the professional development plan in Section 7.B. is reviewed by the United States, the District and the Compliance Officer, school counsel, or others when appropriate 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 Section 6. The trainings, which will begin during the 2024-2025 school year, will focus on the specific areas of need as identified within Section 6.



Section 8. Monitoring, Reporting, and Enforcement

- A.** The Compliance Officer will create quarterly reports for the meetings with the Director of Schools (see Section 3) describing the school- and District-level compliance progress with the terms of this Agreement and areas, if any, in need of improvement. The quarterly reports will also include: a summary of the alleged racial harassment and other alleged racial discrimination complaints received and the District's response (flagging the complaints, if any, 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, if any, to students of color accessing District services and programs. The District will forward all reports to the United States within 7 days of receipt.
- B.** For the duration of this Agreement, the District will submit to the United States bi-annual reports in electronic format detailing its efforts to remain in compliance 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.
- 1.** By January 31 each year, the District will provide the information contained in Appendix A for the current school year.
 - 2.** By May 31 each year, the District will provide the information contained in Appendix B for the school year that just ended.
- C.** For the purposes of monitoring this Agreement, the United States, with appropriate and reasonable notice, and through its representatives and any consultant or expert it may retain, has the right to: conduct site visits; interview staff; interview students (with parent permission); observe trainings, workshops, and student focus groups; review and inspect the central data management 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 and staff members who are not administrators, and who have 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.
- D.** 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.
- E.** 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 in the



United States District Court for the Eastern District of Tennessee under Title IV, Title VI, and/or to enforce the terms and obligations of the District under this Agreement. In any such action, the District consents to and agrees not to contest the exercise of jurisdiction over it by this Court. The District further acknowledges that venue in this Court is appropriate and agrees not to raise any challenge on this basis.

- F.** In the event the United States files a civil action to remedy an alleged breach of this Agreement, as contemplated by Section 8.E., the United States may seek, and the Court may grant as relief, the following: (1) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; and (2) any additional relief including additional damages that may be authorized by law or equity.
- G.** 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.



Section 9. Execution and Other Terms

- A.** Rather than conduct further investigation into the District and/or litigate the Department's findings, which the District has and continues to dispute, the District and the United States agree to resolve the Department's findings arising out of *Qualls v. Hawkins County Schools*, No. 2:22-cv-00058, (E.D. Tenn. 2022) in this Agreement, into which the Parties have voluntarily entered. In consideration of this Agreement, the United States agrees to close its investigation (DJ #169-70-38) without further enforcement action related to the facts alleged in the *Qualls* litigation, except as provided in Section 8 of this Agreement. The Parties agree and acknowledge that this consideration is adequate and sufficient.
- B.** The District agrees that all Appendices are enforceable parts of this Agreement. This Agreement constitutes the complete agreement between the Parties on these matters. No prior or contemporaneous communications, either written or oral, or prior drafts will be relevant or admissible for purposes of determining the meaning of any provision or in any other proceeding. Further, though the District agrees to the terms and obligations required by this Agreement, nothing within this Agreement or its Appendices should be read as an admission of any wrongdoing or illegal activity by the District or its agents.
- C.** This Agreement may be modified only with the written consent of the Parties. Any modification must be memorialized and agreed to by the Parties, through their authorized representatives, in writing.
- D.** 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 will 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.
- E.** This Agreement may be executed in multiple counterparts, each of which together will be considered an original but all of which will constitute one agreement. Facsimiles of signatures and electronically transmitted signatures will constitute acceptable, binding signatures for purposes of this Agreement.
- F.** The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the entities indicated below. This Agreement is effective only when the authorized representative(s) for both Parties have signed.
- G.** This Agreement will remain in effect until the United States determines that the District has complied fully with its provisions and related obligations under Title IV, Title VI, and the U.S. Constitution's Equal Protection Clause. The Parties anticipate that the District will achieve compliance, subject to full implementation in good faith, after it submits its annual report in May 2027. The United States will notify the District of any compliance-based objection within 90 days of receiving the May 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



U.S. Department of Justice

Civil Rights Division

United States Attorney's Office

Eastern District of Tennessee



within 60 days. At any point during the term of the Agreement, the Parties may, upon mutual written agreement, extend or amend this Agreement.



SIGNATURES OF PARTIES TO THE AGREEMENT

For Hawkins County Schools:

MATT HIXSON
Director of Schools
Hawkins County Schools

Date: 6/6/24

For the United States:

FRANCIS M. HAMILTON III
United States Attorney
Eastern District of Tennessee

Ben D. Cunningham
J. Spencer Fair
Assistant United States Attorneys

KRISTEN CLARKE
Assistant Attorney General

Shaheena A. Simons, Chief
Jonathan D. Newton, Deputy Chief
Aziz Ahmad, Trial Attorney
LeighAnn Rosenberg, Trial Attorney
Akhi Johnson, Trial Attorney
Educational Opportunities Section
Civil Rights Division

Date: 6/10/24



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 (currently, the 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 list of all students enrolled in the District, 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.
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 and titles of all staff assisting the District in implementing or ensuring compliance with this Agreement. (c) Materials from all relevant trainings conducted to date in the present school year, including the date held, 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 Section 4 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 Section 5. (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: MAY 31 REPORT

The District will produce the following information to the United States by May 31 each year of this Agreement. The District will upload all documents and data to 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 list of all students enrolled in the District, 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 Data Management System	<ul style="list-style-type: none"> (a) All complaints of racial harassment or other racial discrimination in the central data management system along with all supporting documentation for the entire school year, including all information about the District's response (e.g., discipline issued, supportive measures offered / implemented, etc.). (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-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) Names and titles of all staff assisting the District in implementing or ensuring compliance with this Agreement. (c) 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. (d) Materials from all relevant trainings held in the past school year and not included in the January report including the date held, topics covered, target audience, handouts, PowerPoint



	<p>presentations, list of individuals who did not attend, and feedback forms.</p> <p>(e) A list of faculty and staff who, in the past school year, received additional targeted training on discrimination, including with regard to student discipline, harassment, implicit bias, or techniques for implementing culturally responsive, non-exclusionary disciplinary interventions.</p> <p>(f) Materials from all relevant trainings for the upcoming school year including anticipated date(s) to be held, topics covered, target audience, handouts, PowerPoint presentations, and presenter(s).</p>
<p>B-4. Coordination Meetings</p>	<p>Agendas, any official minutes, and materials from the following meetings:</p> <p>(a) Compliance Officer and Consultant, including the date, attendees, and action items (if any) for each meeting;</p> <p>(b) Compliance Officer, Consultant, and the Director of Human Resources, including the date, attendees, and action items (if any) for each meeting; and</p> <p>(c) Compliance Officer and the Director of Schools including the date, action items (if any), and required reporting for each meeting.</p>
<p>B-5. Student Discipline</p>	<p>(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.</p> <p>(b) All discipline appeals or petitions and the District's decision.</p>
<p>B-6. Monitoring and Program Evaluation</p>	<p>(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.</p> <p>(b) Detailed results and findings from the student and parent surveys and student focus groups, recommended next steps to the Board, the Board's plan to implement the recommendations, and an explanation of why the Board is not implementing any recommended next steps.</p> <p>i. A summary of any barriers identified by the District to using the complaint reporting portal (<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 protected classes of students.</p> <p>ii. All Consultant reports or findings not already produced.</p>



APPENDIX C: REPORTING DEADLINES

The following table summarizes the District's reporting deadlines to the Department as required by the terms of this Agreement.

REQUIREMENTS		DEADLINE
Section 2. New Resources		
	Hire a full-time employee to fill a new district-level role created to lead the District's efforts to address harassment	Before the start of the 2024-2025 school year
	Provide a copy of the MOU to the United States for review and approval	Before it's ultimately proposed to the Board for approval
	Execute the MOU(s) with the Consultant(s)	Within 30 days of the US and Boards approval of the MOU
Section 3. Reporting and Responding to Complaints of Harassment and Discrimination		
	Ensure that the central data management system is able to receive, track, and manage all complaints or reports of racial harassment and other racial discrimination, including complaints made directly to all staff, administrators, and SROs, as well as race-based incidents or issues recorded in the context of discipline entries (<i>e.g.</i> , when racial harassment is reported preceding a fight)	By August 9, 2024 (Within 60 days)
	Launch a new, electronic complaint reporting portal that 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	By August 9, 2024 (Within 60 days)
	Develop procedures to timely, appropriately, and effectively respond to each complaint, consistent with this Agreement and Federal law (the "Complaint Procedures"). With input from its Compliance Officer, the District will submit the Complaint Procedures for review and input	Within 60 days of the Compliance Officer's Start Date
	Submit the Annual Effectiveness Assessment	By May 31 every year
Section 4. Notice on Harassment and Non-Discrimination		
	Issue the 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	Within 7 days of the start of each school year, starting in the 2024-2025 school year
	Submit the draft notice for review and approval	At least 30 days before publishing



REQUIREMENTS		DEADLINE
Section 5. Culture, Climate, and Community Engagement		
	Publish the information in Section A-2(a) of Appendix A and Section B-7(b) of Appendix B annually on its website	Within 20 days after producing the annual January 31 report, each year
	Submit the proposed community engagement plan for review and approval	Within 60 days of hiring of the Compliance Officer for the first year of the Agreement; 14 days before the first day of school each subsequent year
	Submit plan to improve school culture and climate for review and input	Within 60 days of hiring the Compliance Officer
	Submit draft surveys for review and additional input	At least 45 days before their administration
	Submit draft focus group questions for review and approval	At least 60 days before their administration
Section 6. Policies and Procedures		
	Provide the 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 for review and input	Within 7 days of receipt of the Compliance Officer's report
	Submit the 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 Compliance Officer	Within 45 days of the Compliance Officer's Start Date and before submission to the Board
Section 7. Training and Professional Development		
	Each staff member should complete all trainings identified as mandatory by the Consultant	By May 31, 2025; Before the first day of school for students each year
	Submit the District's professional development plan for approval	Within 30 days after the Board adopts the policies in Section 6
	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 Section 6	Within 30 days of review of the professional development plan in 7.B. by the United States
Section 8. Monitoring and Reporting		
	Provide the information contained in Appendix A for the current school year	By January 31 every year
	Provide the information contained in Appendix B for the school year that just ended	By May 31 every year



REQUIREMENTS	DEADLINE
Forward all quarterly reports	Within 7 days of receipt of the Compliance Officer's report