

Voluntary Resolution Agreement
Fairfax County Public Schools
OCR Complaint No. 11-12-1529

This Resolution Agreement (Agreement) resolves a sexual harassment allegation raised in a complaint filed on September 19, 2012, with the U.S. Department of Education, District of Columbia Office for Civil Rights (OCR) against the Fairfax County Public Schools (Division), specifically XXXX School (the School). The National Women's Law Center filed this complaint on behalf of a parent (Complainant) and her daughter (the Student) alleging that the Division discriminated against the Student on the basis of sex during 2011-2012 school year when it failed to promptly and appropriately respond to notice that the student was being sexually harassed by students at the School. OCR recognizes that the Division has taken several actions that reflect a good-faith effort to satisfy the requirements and the spirit of Title IX of the Education Amendments of 1972. This Agreement does not constitute an admission by the Division of any violation of Title IX of the Education Amendments of 1972 (Title IX), or any other law enforced by OCR. Further, OCR has made no determination that the Division has violated Title IX or any other law enforced by OCR, and full implementation of this Agreement by the Division resolves the allegations in OCR Complaint No. 11-12-1529.

With the understanding that this Agreement does not constitute and is not to be interpreted as any acknowledgement or admission of noncompliance with applicable law or liability on the part of the Division or its employees, this Agreement has been entered into in order to reach a more prompt resolution and to help ensure the Division's existing and future compliance with Title IX of the Education Amendments of 1972 (Title IX). This Agreement, when fully implemented, will resolve the issue(s) contained in the complaint.

STUDENT AND COMPLAINANT PROVISIONS

1. The Division will reimburse the Complainant for certain specified, reasonable, actual otherwise unreimbursed out-of-pocket costs incurred for the Student's receipt of private counseling and certain other services which Complainant maintains have been incurred to address issues related to the sexual harassment alleged in the Complaint. The date, provider, nature, and amount of each of these expenses is specified in Addendum 1 to this Agreement. It is specifically agreed and understood that this payment does not constitute any admission or agreement by FCPS of liability, or that these costs are related to any actions or omissions of FCPS or its employees. It is further understood and agreed that FCPS has agreed to pay these costs solely in a good faith effort to resolve this complaint, and that any such payment is not intended to be admissible in any legal proceeding. These costs, according to the affirmative representations of the Student's parents to OCR and OCR's independent verification of documentation as to the nature, date, and provider of the services, and amount and proof of actual payment from the Complainant, consist of:

- a. Counseling services received, including inpatient counseling, that Complainant maintains are related to sexual harassment alleged in the complaint, incurred from November 21, 2011 through March 1, 2013. The total amount of reimbursement for these charges will equal \$5,750, as provided in Addendum 1, and will not include any future medical or counseling costs.
- b. Certain other services during the period from February 10, 2012 through March 1, 2013, during the traditional school year while the student was on homebound. The total amount of reimbursement for these charges will equal \$2,131.70, as provided in Addendum 1, and will not include any future costs.

REPORTING REQUIREMENT: Within 90 days of the signing of this Agreement, the Division will provide OCR with documentation showing that it has complied with this section of the Agreement.

2. Within 10 calendar days of the date of this agreement, the Division will notify the Complainant in writing that:
 - a. It is reviewing its determinations regarding whether a sexually hostile environment occurred while the Student was enrolled at the School during the 2011-12 SY.
 - b. It is inviting the Student to return to school in the Division and will ensure, through the pupil placement process, that the Student has the opportunity to be enrolled at a school at which none of the alleged harassers who have been identified by OCR to counsel for the Division is enrolled. Since the Student was receiving services under an IEP at the time she withdrew from the Division, the Division will timely reevaluate the Student and, if appropriate, offer a new IEP and educational placement. Pending that reevaluation, the Student will receive educational services pursuant to her last agreed-upon IEP dated August 29, 2012. Should the Student and Complainant seek pupil placement at a school other than the Student's then-current base school pursuant to FCPS Reg. 2230.12, part IV, the Division will make all reasonable efforts to accommodate such a request, and if unable to accommodate the Complainant's placement request will provide documentation to OCR of the reason therefor. In its notice to the Complainant, the Division will also include an offer to the Complainant to provide interim measures while the Division is reinvestigating the alleged sexual assault, if the Student is attending a Division school during such period, such as ensuring that the Student is separated from the alleged harassers and designating a school employee to provide daily check-ins with the Student to ensure that she feels comfortable and to whom she can report any concerns of harassment.
 - c. The Division's Title IX Coordinator will ensure that an adequate safety plan is put in place and implemented for the Student.

REPORTING REQUIREMENT: Within 15 calendar days of the date of this agreement, the Division will provide OCR with documentation of the notice to the complainant required in this provision.

Should the Complainant decide to return to a school in the Division, within 15 calendar days of the Student's return, the Division will provide OCR a copy of a safety plan for the Student with the name and title of each individual responsible for implementing each part of the plan.

3. Within 60 calendar days of the date of this agreement, the Division will conduct a prompt and equitable further investigation of the alleged sexually hostile environment at the School while the Student was enrolled at the School during the 2011-12 SY. The Division's investigation will include a review of the alleged sexual assault at issue in the instant complaint, the opportunity for the Student and her parent to present witnesses and other evidence, a review of the disciplinary file for each accused student to determine whether other students have made allegations of unwelcome conduct of a sexual nature against the accused, an interview of each of the accused students, and interviews of all witnesses; will be documented; and will be maintained in a central database or location within the Division (see item 3.e. of the Policies and Procedures section below). The review will take into account all allegations of unwanted conduct of a sexual nature, such as spreading sexual rumors or sexual name-calling, and will include a determination as to whether the alleged sexual assault contributed to the alleged sexually hostile environment at the School. The Division will provide written notice to the parties of the outcome of the investigation and the steps it will take to prevent the recurrence of any discrimination and to correct any hostile environment created at the School.

REPORTING REQUIREMENT: Within 15 calendar days of the conclusion of its investigation, the Division will provide OCR with documentation of its investigation including interview notes, investigative reports, written findings, and records of any corrective action taken, including any disciplinary action.

4. Within 15 calendar days after OCR approves the Division's investigation and any proposed remedies (such as counseling or discipline for the accused harasser or counseling or compensatory education for alleged victim), the Division will provide written notice to the parties of the outcome of the investigation and, if appropriate, of any steps it will take to prevent the recurrence of discrimination and to correct the hostile environment created at the School.

REPORTING REQUIREMENT: Within 15 calendar days of the notice provided to the Complainant, the Division will provide OCR a copy of the written notice.

ANTI-HARASSMENT STATEMENT

By September 2, 2014 or sixty days after the signing of this agreement (whichever occurs later), the Superintendent will issue a statement, in a form including but not limited to the content in Exhibit A, to all Division students, parents and staff via e-mail that will be posted in prominent locations at the Division's schools, and published on schools' and the Division's website, stating that the Division does not tolerate acts of sexual or gender-based harassment. The statement will encourage any student who believes he or she has been subjected to sexual or gender-based harassment to report the harassment to the Division and note the Division's commitment to conducting a prompt investigation. The statement will include the appropriate contact

information for the designated staff member to whom students and parents may report allegations of harassment. The statement will indicate that counseling and educational resources will be available to both students who are harassed and students found to have engaged in acts of sexual or gender-based harassment; it will also warn that harassers may be disciplined including, if circumstances warrant, suspension or expulsion. The statement will encourage students, parents and Division staff to work together to prevent sexual and gender-based harassment. The Division will distribute this statement in languages other than English, as necessary.

REPORTING REQUIREMENT: By September 17, 2014, the Division will provide a draft of the anti-harassment statement to OCR for review and approval. Within 5 days of OCR's approval of the anti-harassment statement, the Division will issue the statement as required in the immediately preceding provision, and provide OCR with links to the policy posted on school and Division web sites and documentation that parents, students and staff received the statement.

POLICIES AND PROCEDURES

1. By August 31, 2014, or within 30 days of approval of its proposed procedures by OCR as provided below, in consultation with the Mid-Atlantic Equity Center (MAEC) or another OCR- approved consultant, who may be a staff member of the Division, with expertise in addressing sexual harassment and sexual violence in a K-12 setting (Equity Consultant), the Division will review Regulations 4950.3 (Human Resources, Equity and Compliance, Sexual Harassment), 4952.1 (Human Resources, Equity and Compliance, Investigation of Complaints of Discrimination or Harassment Based on Race, Sex, Color, Religion, National Origin, Age or Disability, and 2601 (Student Rights and Responsibilities) to determine how to appropriately reinforce that these regulations provide for prompt and equitable resolution of allegations of sex discrimination, including sexual harassment and gender-based harassment as required by Title IX. The Division will revise these regulations as necessary or develop a new procedure applicable to allegations of student-to-student sexual harassment to, at a minimum, provide for:
 - a. The definition of sexual and gender-based harassment;
 - b. Notice and scope of the procedures, including who may file and who is subject to the procedures;
 - c. To whom an allegation of sexual or gender-based harassment should be addressed, including name, title, and contact information;
 - d. Mandatory reporting by teachers, administrators, and staff of alleged sex discrimination of which they become aware, including sexual harassment;
 - e. Reasonably prompt timeframes for all major steps in the procedure;
 - f. Adequate, reliable, impartial investigation;
 - g. Interim measures pending the outcome of an investigation;
 - h. Protection against retaliation;
 - i. Confidentiality;
 - j. An assurance that the Division will take steps to prevent the recurrence of any sexual and gender-based harassment and correct its discriminatory effects on the complainant, and others if appropriate, and eliminate any hostile environment;
 - h. Written notice to the parties of the outcome of the investigation;
 - i. If the process includes an appeal, equitable appeal rights for the parties;

- j. The Name, title, and contact information at each school in the Division for the individual designated to answer questions related to the Division's Title IX policy and procedures.
- k. The Name, title, and contact information for the Division's Title IX Coordinator.

REPORTING REQUIREMENT: No later than thirty days after the signing of this agreement, the Division will provide OCR with its proposed procedure for review and approval.

2. Within 30 days of OCR's approval of the sexual harassment procedure as provided in item 1 above, the Division will widely publicize the policy and procedure by sending written notification to students, parents, and employees; at the next regular printing of publications directed at students and parents, publishing the policy and procedure; and posting a link to the policy and procedure in an easily accessible location on the Division's web site. In so doing, the Division will ensure that there is a clear explanation, including cross-referencing related policies and procedures, for how a parent or student may file a complaint of sexual harassment in the Division and what the procedure will be if a parent or student does so.

REPORTING REQUIREMENT: Within 15 days of finalizing the policies and procedures, and publicizing them pursuant to the preceding paragraph, the Division will submit to OCR documentation that it has publicized these policies and procedures, including an email link to its website evidencing publication of the policies and procedure and a copy of the written notice to students, parents and employees.

3. By no later than sixty days after the signing of this agreement, in consultation with the Equity Consultant, the Division will develop a written procedure for its staff on how to investigate and respond to complaints of sexual and gender-based harassment. The procedure will include:
 - a. The definition of sexual and gender-based harassment;
 - b. A clarification that mediation is not an appropriate approach for resolving complaints of sexual and gender-based harassment unless it is mutually agreeable and the allegations do not involve complaints of assaults and other sexual violence;
 - c. A statement that the Division's obligation to respond to complaints of sexual and gender-based harassment does not change when the alleged student victim withdraws or graduates from the Division;
 - d. A process for investigating and documenting sexual and gender-based harassment allegations, including how to conduct interviews with the alleged harasser, victim, and other witnesses; the responsibility to keep the parties informed about the status of the investigation; the implementation of any interim measures; the standard for determining whether harassment occurred; and notifying the parties of the outcome;
 - e. A direction to follow the investigative procedure regardless of whether the alleged harassment is also being investigated by a law enforcement agency, unless the fact-finding process would impede the law enforcement investigation; in such cases the Division will implement appropriate interim steps to provide for the safety of the victim and the school community and the avoidance of retaliation; the Division will

- promptly resume its Title IX investigation as soon as notified by the law enforcement agency that it has completed the evidence gathering portion of its proceeding;
- f. A plan, outlining steps and associated time frames, for the creation of a centralized database in the Division in which documentation of Division investigations and outcomes of sexual and gender-based harassment allegations are compiled and maintained (the Plan);
 - g. The creation of an interim system of centralized data collection that documents Division investigations and outcomes of sexual and gender-based harassment allegations. The Division will implement this interim system until the plan required in provision 3.f. is fully implemented and the centralized database operational.
 - h. The steps necessary to ensure that the school environment is free from harassment, including disciplinary measures for the harasser, remedies for the victim (such as counseling, expunging disciplinary records, tutoring services, and separating the students), and environmental measures for the student body; and
 - i. The Division personnel (by name and title), including that of the Title IX Coordinator, responsible for coordinating schools' responses to complaints of sexual and gender-based harassment.

REPORTING REQUIREMENT: By August 31, 2014, the Division will provide OCR with its proposed Plan, referenced in Provision 3.f., and a description of its interim system, referenced in Provision 3.g., for OCR's review and approval.

REPORTING REQUIREMENT: By August 31, 2014, the Division will provide OCR with its proposed procedure for OCR's review and approval.

4. Within 15 days of OCR's approval of the procedure, the Division will post this procedure on its website and distribute this procedure to the Title IX Coordinator, all administrators, and any individuals responsible for investigating and/or responding to sexual and gender-based harassment complaints.
5. Immediately upon OCR's approval of the Plan interim system referenced in Provision 3.g., the Division will begin implementation of the Plan and the interim system.

REPORTING REQUIREMENT: Within 30 days of OCR's approval of the procedure, the Division will provide documentation to OCR that it posted this procedure on its website and distributed this procedure to the Title IX Coordinator, all administrators, and any individuals responsible for investigating and/or responding to sexual and gender-based harassment complaints.

REPORTING REQUIREMENT: Within 30 days of OCR's approval of the Plan, and every 60 days thereafter, the Division will provide OCR with a status update on implementation of the Plan.

6. By August 31, 2014, the Division will ensure that its description of the Title IX Coordinator's responsibilities and training requirements, if it already has one, include, at minimum, the coordination of investigations of all Title IX complaints, and regularly developing and participating in activities designed to raise awareness in the Division's

community about student-to-student sexual and gender-based discrimination and harassment. If the Division does not already have such a description, the Division will develop one. If the Division decides to designate these responsibilities to another employee, it will make clear the scope of each designated individual's duties and will ensure that the Title IX Coordinator has ultimate oversight responsibility over such issues.

REPORTING REQUIREMENT: By September 15, 2014, the Division will provide OCR with documentation that it has implemented this item, including the name and title of the Title IX Coordinator or designee(s) and a copy of the job descriptions and training requirements for the position(s) for review and approval.

REPORTING REQUIREMENT: Within 15 days of OCR's approval of the Title IX Coordinator's description, the School will provide OCR with documentation that the Division's Title IX Coordinator has met these requirements.

EDUCATION AND TRAINING

1. Prior to the beginning of the 2014-2015 school year, the Division will, through OCR and/or the Equity Consultant, and in conjunction with its own staff at the Division's option, provide mandatory Title IX training (including training on sexual and gender-based harassment, how to conduct and document a sexual harassment investigation, the appropriate standards to determine whether a sexually hostile environment exists and how to formulate any corrective actions) to its Title IX Coordinator and all other Division personnel involved in processing, investigating, and/or resolving complaints of sexual harassment, specifically principals and assistant principals, or who will otherwise coordinate the Division's compliance with Title IX.

REPORTING REQUIREMENT: By September 30, 2014, the Division will provide OCR with a copy of the sign-in sheets or other written verification that the above-described training has occurred and the names and titles of those who attended.

2. By the end of the first semester of the 2014-15 school year, and annually thereafter, the Division will develop, with the assistance of the Equity Consultant, and provide Title IX training to all Division instructional, paraprofessional, and counseling staff. At a minimum, the training will include:
 - a. guidance to increase awareness of what constitutes sexual harassment and gender-based harassment, among students or involving a student victim, including the hostile environment theory;
 - b. A review of the Division's responsibility under its own policy and Title IX to address allegations of harassment, including specific guidance on the School's grievance procedures, what constitutes sexual and gender-based harassment, the Division's responsibility for responding to sexual harassment whether or not a grievance is filed and regardless of whether the actions are potentially criminal in nature, how to report possible harassment, and how to respond to sexual harassment when a student is no longer enrolled in the School; and

- c. Notice that failure to respond appropriately to notice of sexual harassment violates the Division's policy and federal law.

REPORTING REQUIREMENT: Within 45 days of the training described in Item #1 above, the Division will schedule the trainings described in Item #2 above. Within 30 days of scheduling each training, the Division will provide OCR with the name and qualifications of the trainer and an outline of the training content for OCR approval. Within 30 days of the completion of each training, the Division will provide copies of sign-in sheets or other documentation of participation from each training session.

3. The Division, in consultation with the Equity Consultant, and consistent with applicable law, will continue its efforts to provide ongoing age-appropriate student education at all grade levels designed to increase awareness of sexual and gender-based harassment, inform students of the consequences of sexual and gender-based harassment, explain to students what they should do if they believe they or another student is being harassed based on sex/gender, and encourage students to report sexual harassment. The education materials will use age-appropriate terminology and the instruction will promote sensitivity to and tolerance of the diversity of the student body, and will specifically address harassment issues related to sex and gender.

REPORTING REQUIREMENT: By September 2, 2014, the Division will provide OCR with copies of the curriculum at each grade level or the name and description of the education materials that it intends to provide, for review and approval. At the same time, the Division will provide OCR with an estimate of the times during the 2014-2015 school year when the instruction will occur. Within 60 days of receiving OCR's comments, the Division will provide OCR with a schedule for the preparation of any additional curriculum or instruction that may need to be developed and then provide these materials for OCR's review and approval in accordance with this schedule. As the additional curriculum and instructional materials are approved by OCR and the Division, they will be provided to Division students.

REPORTING REQUIREMENT: Within 60 days of OCR's approval of the Division's education materials, the School will begin to implement the curriculum or education referenced in the foregoing paragraphs. The Division will provide student education during each successive year. By June 30th of the 2014-2015 and 2015-2016 school years, the Division will provide confirmation to OCR that the sessions occurred.

SCHOOL CLIMATE

1. In consultation with the Equity Consultant, and consistent with applicable law, the Division will develop or adopt, and administer at the middle and high school level, age appropriate school climate surveys, or another appropriate method of assessing school climate (which may, without limitation, include sampling methodology, focus groups or interviews), to be used on an annual basis for students and staff to assess the effectiveness of steps taken pursuant to this agreement or otherwise by the Division to ensure that it is free of sexual and gender-based harassment.

REPORTING REQUIREMENT: By July 15, 2014, 2014 the Division will take necessary steps to ensure that the Fairfax County Youth Survey, annually beginning with the 2014 administration, includes questions on instances of being the victim, and/or perpetrator, of sexual harassment. By January 30, 2015 the Division will provide OCR a draft of further proposed changes to the state or local climate survey and/or other appropriate assessment methodology, for review and approval.

2. Based on the results of the climate assessment and in consultation with the Equity Consultant, the Division will take steps to continue to ensure that it is free of sexual and gender-based harassment.

REPORTING REQUIREMENT: By February 15, 2015, and annually thereafter, the Division will administer the climate survey and/or other assessment methodology and provide OCR with an overview of the assessment methodology employed. By July 1, 2015, the Division will provide OCR with a summary of the results, and annually thereafter until such time as OCR closes the monitoring of this case.

REPORTING REQUIREMENT: By September 30, 2015, and annually thereafter until such time as OCR closes the monitoring of this case, the Division will provide OCR with a list of steps it will take in response to the results of the climate assessment.

3. In order to provide the opportunity for further consultation and input concerning the issue of peer sexual harassment, the Division's Human Relations Advisory Committee, with input from community stakeholders including parents, students, and teachers, will assess the Division's efforts to eliminate any hostile environment and its effects, and prevent harassment from recurring. The Committee will have the same privileges as other Division-level advisory committees, including access to meeting space and public notice about the committee. The Committee will:
 - a. Recommend strategies for preventing harassment, and for ensuring that the students understand their right to be protected from discrimination, including harassment;
 - b. Provide input to Division officials regarding strategies to ensure students understand how to report possible harassment and are aware of the School's obligation to promptly and effectively respond to sexual and gender-based

harassment complaints and how, and if, outreach efforts to families can be made to obtain support for the School's anti-harassment program; and

- c. The Division will consider the recommendations of the Committee and involve the Committee in the planning, monitoring, and implementation of the recommendations the Division accepts.

REPORTING REQUIREMENT: By September 30, 2014, and on the same date annually throughout the course of the monitoring of this agreement, the Division will provide OCR with copies of notices and other information available to students and their families about the Committee and its meetings and activities, a list of the persons who have joined the Committee, and a report summarizing any relevant reviews and/or recommendations and the Division's responses to the recommendations and suggestions (including whether and how they were implemented). OCR will provide the Division with feedback on the recommendations, and the Division will provide OCR documentation within 30 days of each step it takes to address the recommendations of the advisory committee and OCR's feedback.

SEXUAL HARASSMENT COMPLAINTS

1. Coordination with Local Law Enforcement Agencies
 - a. The Division will explore opportunities for enhanced communication and collaboration with the Fairfax County Police Department.
 - b. Efforts at improved collaboration may include mutually sharing information about:
 - i. The types of complaints involving unwelcome conduct of a sexual nature the Division and local law enforcement will investigate; the standard of proof and type of evidence obtained in each type of investigation; and the type of resolution available in each type of case;
 - ii. The investigative process for the Division and for local law enforcement and any areas where the Division and local law enforcement can collaborate in their investigations and/or share evidence; and
 - iii. The manner in which the Division and local law enforcement releases findings and the implications of these findings.

REPORTING REQUIREMENT: Within 45 days of the execution date of the Agreement, the Division will provide OCR with documentation showing the Division has complied with the provisions of this section of the Agreement, including summaries of the information obtained and any actions taken in response to this information.

2. Within 30 days of the end of each school semester of the 2014-2015 and 2015-2016 school years, the Division will provide to OCR a random sample of the information maintained in the centralized database broken up by the Division's regions regarding the reporting, investigation and disposition of each incident of alleged sexual and gender-based harassment, which occurred in the immediately preceding semester in the Division. Specific information concerning individual complaints including the complaint itself,

incident report, correspondence (including e-mail) or other written description of the allegations, and a copy of any documentation of the Division's response, including interview notes, investigative reports, written findings, and records of any corrective action taken, including any disciplinary action, will be available upon request by OCR.

REPORTING REQUIREMENT: Within 30 days of the end of each semester until the monitoring of this Agreement ends, the Division will provide OCR with the information described above.

The Division understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled the terms of this Agreement and is in compliance with the regulation implementing the provisions Title IX of the Education Amendments of 1972 and its implementing regulation at 34 C.F.R. Part 106, which were at issue in this case. The Division understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the Division understands that during the monitoring of this Agreement, if necessary, OCR may visit the Division, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Division has fulfilled the terms of this Agreement and is in compliance with the regulation implementing the provisions of Title IX of the Education Amendments of 1972 and its implementing regulation at 34 C.F.R. Part 106, which were at issue in this case.

The Division understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the Division written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Superintendent or Designee
Fairfax County Public Schools

_____/8/11/2014_____
Date

Exhibit A: FCPS Anti-Harassment Statement

Fairfax County Public Schools ("FCPS") does not tolerate acts of sexual or gender-based harassment. Any student who believes that he or she has been subjected to sexual or gender-based harassment, any parent of such a student, or any student who believes that another student is being subjected to sexual or gender based harassment is encouraged to report the harassment to FCPS, specifically to [FCPS official & contact information]. Any administrator who believes that a student is being subjected or sexual or gender based harassment is required to report such suspected harassment to the above named individual. FCPS is committed to conducting a prompt, thorough, and impartial investigation of any such reports. Interim measures will be available to students who have alleged harassment and students accused on sexual or gender based harassment, including but not limited to separation pending the outcome of an investigation, counseling, and educational resources.

If the investigation reveals that sexual harassment created a sexually hostile environment FCPS will take prompt and effective steps to end the harassment, eliminate the hostile environment, and prevent its recurrence, including continuing the interim measures as necessary to protect the complainant and ensure his or her safety. Students found to engage in acts of harassment or other acts that create a hostile environment will be dealt with promptly, including where appropriate by discipline that may include, if circumstances warrant, suspension or expulsion. FCPS encourages students, parents and staff to work together to prevent harassment of any kind.