

**Resolution Agreement  
Madison County School District  
OCR Docket Number 04-16-7070**

Madison County School District (District) submits to the U.S. Department of Education (Department), Office for Civil Rights (OCR), this Resolution Agreement (Agreement) to voluntarily resolve the above-referenced complaint and to ensure compliance with Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. Section 1681 *et seq.* and its implementing regulation, 34 C.F.R. Part 106, which prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance. The Agreement reflects voluntary actions to be taken by the District to ensure compliance with Title IX. The District agrees to implement the voluntary actions described below:

**I. Policy and Procedures**

**By August 31, 2018**, the District will revise its sexual harassment policy and procedures to include the following:

1. Replace the word “unreasonably” from the definition of sexual harassment (6.11.2 c.) with sufficiently serious,
2. Complaints may be filed orally and/or in writing regardless if on District complaint form,
3. Include a statement that an impartial investigation of complaints, including the opportunity to present witnesses and other evidence will be conducted,
4. Provide a written outcome of the investigation determination to the complainant and the respondent and his/her parents/guardians,
5. Ensure that investigations of alleged retaliation as a result of making a complaint of sexual harassment and/or participating in the investigation of a complaint of harassment are conducted,
6. Maintain an investigative file for all complaints investigated, the file should include witness statements, sanctions imposed if applicable, remedies for the harassed if applicable, and evidence parties made aware of outcome of investigations.

**Reporting Requirement: By September 1, 2018**, the District will provide OCR with a draft of the revised procedures for OCR’s review and approval.

**Within 60 days** of OCR's approval, the District will publish the revised procedures on its website and in its Student Handbook for the 2019-20 school year

**Within 30 days** of the procedures being published, the District will provide OCR with a web link to the procedures as well evidence that the procedures have been published in the 2019-20 Student Handbook.

## **II. Training**

3. **By December 1, 2018**, the District will provide annual training for staff responsible for investigating complaints of discrimination on the basis of sex on the revised policy and procedures. The training will also include the District's responsibility to address all complaints of sexual harassment and make a determination as to whether harassment has occurred, timely notification by staff to administration of complaints of sexual harassment, its responsibility to determine if a student/complainant has been subjected to retaliation for reporting the complaint or participating in the investigation of the complaint

**Reporting Requirement: By January 30, 2019**, the District will provide documentation to OCR demonstrating that the training has occurred. The documentation shall include, but shall not be limited to: (1) the date(s) of the training session(s); (2) a list of the names and job titles of the staff who participated in the training session(s); (3) a description of the presenter's background and qualifications; and, (4) a copy of the training materials disseminated, or in the event of electronic training, provide the training content.

## **III. Student Remedy**

**By June 15, 2018, The District will provide the following to the Student**

1. The District will contact the Complainant to offer to provide the Student with counseling, a guidance counselor in the District for up to one calendar year as the need is determined by the Complainant and the counselor and for the amount of time per week determined by the Complainant and the counselor, as a remedy for the District's failure to conduct a prompt, impartial, and thorough Title IX sexual harassment investigation.
2. Reimburse the Student for the parking permit and for transportation cost to and from (round trip) the School to the Technical Center from September 2016 to December 2016, using the Internal Revenue Service 2016 private operated vehicle rate.

**Reporting Requirement: By July 15, 2018**, The District will provide OCR with documentation showing that **1)** the Student was offered counseling. If the Student accepted counseling, the District will provide OCR with the number of days and the credentials of the person conducting the counseling, **2)** documentation showing the Student was reimbursed for the parking permit and mileage to and from the School to the Technical School. The information will include the

Student's attendance records showing number of days at the Technical School, the 2016 private operated vehicle rate (POV) used, total roundtrip miles, and a copy of the method of payment with acknowledgement of receipt from the Complainant.

The District 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 District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The District 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 District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Resolution Agreement will become effective immediately upon the signature of the Superintendent or his/her designee below.

/s/

\_\_\_\_\_  
**Superintendent or designee**

6/12/18  
\_\_\_\_\_  
**Date**