

Whitehurst files lawsuit



Former Deputy Superintendent Dr. Cherie Whitehurst (left) has filed a multi-million dollar lawsuit against Superintendent Dr. Douglas Schuch (right) and the Bedford County School Board.

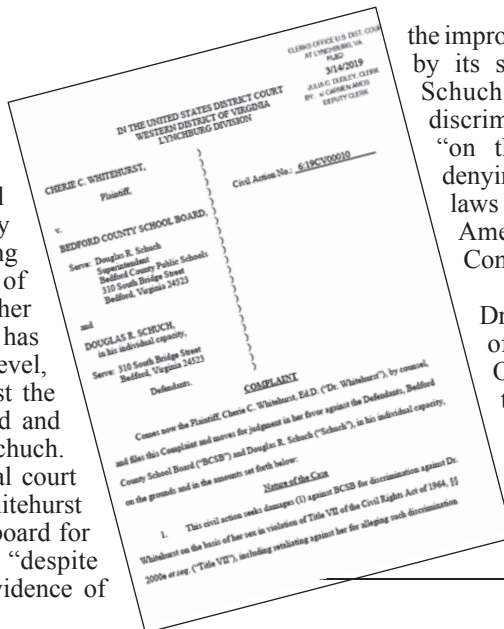
Seeks \$5 million in damages

By TOM WILMOTH
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Having filed charges against Bedford County Public Schools with the federal Equal Employment Opportunity Commission (EEOC) alleging that she was the victim of discrimination on account of her sex, Dr. Cherie Whitehurst has taken the issue to the next level, filing a federal lawsuit against the Bedford County School Board and Superintendent Dr. Douglas Schuch.

The lawsuit, filed in federal court last week, claims that Dr. Whitehurst was retaliated against by the board for alleging the discrimination “despite being presented with clear evidence of



the improper and illegal actions undertaken by its superintendent” and against Dr. Schuch individually claiming he discriminated against Dr. Whitehurst “on the basis of her sex, thereby denying her the equal protection of the laws as guaranteed by the Fourteenth Amendment to the United States Constitution.”

Prior to filing the lawsuit, Dr. Whitehurst had to file a charge of discrimination with the EEOC. On Feb. 4, the lawsuit states that the EEOC granted Dr. Whitehurst a Notice of Right to Sue.

In the federal lawsuit, Dr. Whitehurst is seeking from the school board:

- Back pay since the

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effective date of her promotion;

- Front pay, including benefits, until June 30, 2027;
- Compensatory damages in the amount of \$300,000;

She is also seeking individually from Dr. Schuch compensatory and punitive damages for a total of \$5 million.

The lawsuit: Evaluations

The lawsuit notes that during her role serving on the Central Office staff she received “superlative evaluations” for her work.

Those evaluations from Dr. Schuch, entered as evidence as part of the lawsuit, note that she exceeded expectations and that he believed she would make an “excellent superintendent.”

“I have depended on her leadership daily, and I have fully trusted her to function as superintendent in my absence. Bedford County Public Schools is truly blessed to have such a remarkable leader in service to our students,” the lawsuit stated, quoting from a 2010 evaluation by Dr. Schuch.

The lawsuit quotes a 2012 evaluation from Dr. Schuch that stated in part: “Over the past three years I have observed her transformation from a superstar high school principal to an equally impressive leader, mentor, and trainer of principals” and “. . . I do not believe that she realizes just how amazing her school division leadership skills have improved the quality of our organization and specifically the quality of our school principals.”

A 2014 evaluation shared in the lawsuit quoted Dr. Schuch as stating, “our school division is blessed that she will be expanding her responsibilities in the future as our Deputy Superintendent, where her talents and visionary leader-

ship will undoubtedly benefit our schools and community.”

A 2017 evaluation stated: “Dr. Whitehurst has continued to dedicate herself to the students, families, and employees of Bedford County Public Schools. Her loyalty, work ethic, humility, and integrity have been a model of servant leadership that inspires those who encounter her daily. Under Cherie’s leadership, we have achieved many milestones as a school division. Bedford County Public Schools is very fortunate to have such a dynamic leader and educator serving as Deputy Superintendent and its Chief Academic Officer.”

The lawsuit: Discriminatory actions

The lawsuit, however, goes on to claim that during the times those evaluations were being given “Dr. Whitehurst was also becoming the object of regular discriminatory actions and comments from Schuch.”

The lawsuit states: “Over the course of nine years, what were initially viewed as isolated events of discrimination evolved into a sustained pattern of bullying and unfair treatment – all on the basis of Dr. Whitehurst’s sex – that culminated in multiple discriminatory acts in May and June 2018.”

Dr. Whitehurst claims in the lawsuit that she was treated differently from her male counterparts within the school division, stating:

- Dr. Schuch would not eat lunch alone with her fearing that someone might allege they were having an extramarital affair;

- Dr. Schuch repeatedly made candid comments that reflect his true feelings regarding the inferiority of women in the workplace compared to men;

- On multiple other occasions across various years,

when Dr. Whitehurst has “respectfully questioned Dr. Schuch regarding a particular decision or the rationale for such a decision, he has often remarked that Dr. Whitehurst was ‘cycling.’” The lawsuit stated that “the use of this term is patently offensive, clearly referring to a woman’s menstrual cycles and the misogynistic stigmas associated with them, and it demonstrates Schuch’s belief that, if a woman is questioning his logic or reasoning, she must be experiencing her period.”

- Dr. Schuch, when questioned by Dr. Whitehurst about a subject stated that “talking to you is like talking to my wife,” giving the connotation that “Schuch believed Dr. Whitehurst was nagging or pestering him when she should have been quiet and known her place.”

The lawsuit states that when she went to human resources about the comments, her concerns were “inappropriately shared with Schuch, who – without consulting Dr. Whitehurst – made a referral for her to BCSB’s employee assistance program” which was used as “a weapon against” her. The lawsuit states Dr. Whitehurst also contacted the school system’s attorneys about Dr. Schuch’s “discriminatory conduct” but his behavior did not change.

The lawsuit: Demoted

The lawsuit goes on to claim that Dr. Schuch’s conduct “reached its crescendo” while the two of them were interviewing a principal candidate in May 2018. Dr. Whitehurst claims that Dr. Schuch made a comment to the candidate that showed he believed that sex and race “affect one’s approach to a job.” She claims that when she questioned Dr. Schuch about the comment after the interview had concluded,

she was recommended for a demotion from her position as deputy superintendent to school principal for the 2018-2019 school year. “Ironically (for a school system), this document misspelled the word ‘principal’,” the lawsuit added.

“Schuch blindsided Dr. Whitehurst when he presented the Principal Contract to her and, during his conversation with her, failed to identify any specific action taken by Dr. Whitehurst that necessitated his recommendation that she be demoted,” the lawsuit states.

The lawsuit states that the demotion would result in a professional step backwards as well as the loss of \$3,600 from her salary package for an automobile entitlement.

The lawsuit goes on to question an independent investigator’s report that the Bedford County School Board had paid for, calling it “one-sided,” but noted that still “in the final line of the Investigation Report, the investigator cautioned Schuch and BCSB against further retaliation against Dr. Whitehurst.” One day after the report was filed, the lawsuit states that Dr. Whitehurst was demoted to a teaching position within the school system.

The lawsuit includes a copy of the demotion letter and notes that it states: “Schuch wrote that [t]he reasons for my recommendation include your unwillingness to effectively understand and support the organizational structure of the school division. Additionally, your attitude and personal interactions with many school division leaders have created a professional climate that limits collaboration and impedes progress in implementing the BCPS strategic plan’.”

Eventually, the lawsuit claims that Dr. Whitehurst

was offered a position as an instructional coach which “resulted in a reduction of Dr. Whitehurst’s total compensation from \$132,766 to \$114,262, a loss of more than \$18,500 annually.”

The lawsuit: Lasting effects

Ultimately, as a result of the actions of Dr. Schuch and the school board, Dr. Whitehurst claims that she “suffered a variety of damages, including, but not limited to, the following: loss of wages, both in the past and in the future, as well as physical and emotional pain, mental anguish, embarrassment, inconvenience, and the loss of enjoyment of life, which will most likely continue in the future.”

It adds that “Dr. Whitehurst has been physically unable to be present in the work place due to the emotional trauma that she has experienced there as a result of the discriminatory actions of Schuch and BCSB. Being in the work place causes ocular migraines, anxiety attacks with hyperventilation, exacerbation of depression, and a general decline in emotional stability.”

Dr. Whitehurst has been on leave under the Family and Medical Leave Act since August 9, 2018, which leave will continue through the end of the current academic year and exhaust her accumulated sick leave, the lawsuit noted.

“Dr. Whitehurst is no longer able – either physically or emotionally – to work in the field of education, which will require her to retire from her field of choice multiple years earlier than expected, at significant personal financial cost, and seek employment elsewhere,” the lawsuit stated.

Her career

A Bedford native, Dr. Whitehurst graduated from Liberty High School in 1980 and received her Bachelor of Science in Education from James Madison University in 1984. She began her teaching career in the Harrisonburg area with Rockingham County Public Schools following her graduation in 1984, and she remained there until she and her husband returned to Bedford in 1990.

In the summer of 1990, she began her career with Bedford County Public Schools (BCPS) as a middle school teacher, first at Forest Middle School for three years and then at Staunton River Middle School for another three years. During this time, Dr. Whitehurst completed her Master of Education in School Administration with Lynchburg College (now the University of Lynchburg), and in 1995 she was named Bedford County Public Schools Teacher of the Year.

Dr. Whitehurst was promoted to the position of assistant principal at Staunton River Middle School and later served as assistant principal at Jefferson Forest High School, for the 1998-1999 and 1999-2000 academic years. She went on to serve as principal at Staunton River High School for six years and then moved over to Liberty High School as principal. In 2009, Dr. Whitehurst was named assistant superintendent for the school division and in 2014 was named deputy superintendent.

For the 2017-2018 school year she had a total compensation package of \$132,766.

DONATION HELPS SCHOOLS FEED STUDENTS

Wipes out all negative meal accounts, also provides money for Angel Fund

By TOM WILMOTH
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Any student carrying debt on their meal accounts had that debt wiped out last week, courtesy of a donation from the Carter Craft Foundation.

The Foundation gave the Bedford County Public Schools (BCPS) Nutrition

Program a \$3,000 donation which included almost \$1,900 which was used to clear out the negative student meal debt accounts with the rest of the donation (more than \$1,100) going to fund the school system's Angel Fund accounts.

The Carter Craft Foundation is a non-profit organization that was formed in honor of Carter

Craft and spent last week handing out several donations throughout the area.

Karen Arthur, supervisor of the school's system's nutrition program, said the Foundation approached the school system with the donation.

When a representative

See **DONATION 2A**



Pictured: Stacey and Kendall Craft of the Carter Craft Foundation, Karen Arthur, School Nutrition Supervisor, D.W. Lawhorne, board member of the Carter Craft Foundation. (Courtesy photo)

Donation:

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asked what the Foundation could help with, Arthur told them it would be paying off the negative account debt.

“We have quite a bit and it tends to run up pretty quickly,” Arthur said.

In addition, the Angel Fund accounts at each school allow students to charge up to a certain number of meals. This means there aren’t any interruptions in students receiving a regular hot meal, she said.

“Meal debt changes on a daily basis,” Arthur said.

The school system has more than 2,900 students qualified to receive free meals through a federal government program, along with 602 who can receive reduced price meals. In all the school system’s nutrition program serves about 2,500 students for breakfast each day and about 5,000 for lunch.

Arthur said the Angel Fund account has been in place for a long time and both school staff, parents and other members and organizations from the community help keep it funded. A group called Local Action

Against Student Hunger (LAASH), was developed by some parents to help the nutrition program overcome some of the challenges of continuing to feed students when they didn’t have funds. Arthur said under the leadership of Jenny Shutt LAASH has significantly helped to fund the Angel Fund accounts.

The school system is required to have a meal charge policy in place. That meal charge policy is posted on the BCPS website and is also sent home with students at the beginning of school year.

The policy allows students to charge up to three meals. Once they’ve reached that charge limit, school nutrition workers go to the Angel Fund account to pay until hopefully the parent sends in money. “It’s meant to be a temporary help,” Arthur said, so that there won’t be an interruption in hot meal service.

Each school has its own Angel Fund account.

She said people can make online donations to that account through the school system’s

website. Handwritten notes are sent out to thank those who donate.

The county’s meal charge policy says the nutrition program can give an alternative meal, but with the angel food account being in place, they’re not having to do that any longer, Arthur said.

“It’s a wonderful thing that we do; I’m truly grateful (for those who donate).”

Those who want to donate may do so to a particular school’s account, or allow the school nutrition program to give it to the schools that need it the most at that time.

“We very much appreciate how people in this community and beyond have really supported this program,” Arthur said.

The school system does have an automated system that contacts parents when their students’ accounts have a low or negative balance. Parents can opt out of this notification program if they want to.

“Our cafeteria managers make every effort to be in contact with parents,” Arthur said.

SCHOOL SYSTEM ENTERS INTO AGREEMENT WITH OCR

Allegation filed calling JFHS a 'racially hostile environment'

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Earlier this year, Bedford County Public Schools (BCPS) received notice from the Office for Civil Rights (OCR) of the United States Department of Education that it was opening an investigation into an alleged racially hostile environment at Jefferson Forest High School.

“The school division firmly believes that it has not violated any federal civil rights laws,” a statement from Ryan Edwards, public relations coordinator with BCPS stated on behalf of the school system. “Upon receiving the notice, the

school division promptly complied with OCR’s request for information and records related to the allegations.”

As a result of the investigation, the school system entered into an agreement with OCR to resolve the allegation, which came as a result of an incident that occurred during spirit week last spring at JFHS. Several students from the school were photographed with a Confederate flag and the pictures were shared on social media which drew attention from some parents who began to question the school system’s policy.

Parents then showed up at a number of school board meetings asking that the

Confederate flag be banned from the county’s schools. Eventually the board took measures to change its student conduct policy, but did not vote to include language banning the flag from school grounds. That led to the investigation by OCR.

BCPS stated that before receiving the notice of investigation from OCR, “the school division had already taken steps to reduce incidents of racial bias, to foster a positive community, and to eliminate disparities in all areas of school life and academic achievement through its work with the Virginia Center for Inclusive

See **AGREEMENT 2A**

Agreement:

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Communities.”

In addition, the school division said it has conducted additional training for administrators on topics of recognizing, reporting, and investigating complaints of harassment and discrimination.

“These important efforts are ongoing,” the statement added. “Consistent with this commitment, rather than devoting resources to the OCR investigation, the school division has chosen voluntarily to employ those resources to its ongoing efforts to combat racial discrimination and harassment and to promote diversity and inclusion by entering into a Resolution Agreement with OCR. The requirements of the Resolution Agreement are congruent with and will positively enhance the school division’s ongoing commitment to battle incidents of racial bias and to foster a positive community for all students.”

As part of the agreement with OCR, the school division will implement a number of actions, including:

- By November 30, 2019, the Division shall conduct a “refresher training” for Jefferson Forest High School administrators, following up on the Division-wide training for administrators on June 10, 2019, regarding the Division’s policies and procedures for handling complaints of racial and national origin harassment. The “refresher training” shall cover the Division’s obligation to consider remedies for individual complainants beyond disciplining perpetrators, and the Division’s obligation to assess racial and national origin harassment complaints at a school collectively to determine whether a school-wide hostile environment exists that requires broader corrective actions, with appropriate consideration given to the requirements and limitations of the First Amendment. By December 15, 2019, the Division shall provide documentation to OCR that it conducted the required training, including copies of any written materials used during the training.

- The Division shall evaluate all reports of racial and national origin harassment at Jefferson Forest High School during the 2018-2019 school year to determine whether the Division needs to take additional steps to fully investigate any of the reports. If the Division determines that additional investigative steps are nec-

essary, the Division shall take appropriate steps to complete the investigation(s) by January 31, 2020. By February 15, 2020, the Division shall submit a report to OCR describing its assessment of reports of racial harassment, any steps it determined necessary to complete investigations, and the outcome of those investigations.

- By December 31, 2019, the Division shall administer a climate survey to all students at Jefferson Forest High School, using age-appropriate language and terminology, to assess the extent and impact of racial and national origin harassment within the school community, including racial and national origin harassment by students on social media that may impact the school community. If the Division chooses, it may administer this survey as part of a broader climate survey assessing the school’s climate more generally, so long as it includes questions specifically addressing racial and national origin harassment. By January 15, 2020, the Division shall submit a report to OCR enclosing a copy of the climate survey and reporting the results of the survey.

- By February 15, 2020, the Division shall review 1) the results of the climate survey and 2) the outcome of all investigations of alleged racial and national origin harassment at Jefferson Forest High School during the 2018-2019 school year and the 2019-2020 school year up to the date of this Agreement, individually and collectively, to determine whether a hostile environment based on race or national origin existed for any specific students and/or for the school as a whole, with appropriate consideration given to the requirements and limitations of the First Amendment.

If the Division determines that a hostile environment existed for any individual students or for the school as a whole, it shall assess whether additional remedies or corrective actions are necessary to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring; if so, the Division shall implement those remedies or corrective actions.

By March 1, 2020, the Division shall submit a report to OCR describing the results of its review. If the Division determined that additional remedies or

corrective actions are necessary, it shall provide OCR a timetable for implementation and submit documentation to OCR when implementation is complete.

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

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

In addition, the agreement state BCPS understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the Division understands that during the monitoring of this Agreement, if necessary, upon reasonable notice, OCR may visit the Division, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Division has fulfilled the terms and obligations of this Agreement.

Upon the Division’s satisfaction of the commitments made under this Agreement, OCR will close this case.

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