



U.S. Department of Justice
Civil Rights Division



United States Attorney's Office
District of Vermont

Settlement Agreement
between
The United States of America
and
The Elmore–Morristown Unified Union
School District



INTRODUCTION

In December 2023, the United States Department of Justice, Civil Rights Division, Educational Opportunities Section and the United States Attorney's Office for the District of Vermont (the "United States") opened an investigation under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* ("Title IV") to assess Elmore-Morristown Unified Union School District's ("EMUU" or the "District") response to complaints of student-on-student harassment based on race. Under Title IV, the United States is authorized to address complaints that a school board has denied students equal protection of the laws based on race, sex, and other protected classifications. 42 U.S.C. § 2000c-6.

During its investigation, the United States reviewed all complaints of harassment the District provided from the 2021-2022 school year through Fall 2023; student discipline files; relevant District policies, procedures, and trainings; and correspondence on the District's response to allegations of race-based slurs or other harassment. The United States also interviewed parents of complainants enrolled in the District and conducted an in-person site visit. During that visit, the United States interviewed current District employees, including administrators and faculty at Morristown Elementary School, People's Academy Middle Level, and People's Academy High School. Additionally, the United States interviewed the superintendent of Lamoille South Supervisory Union, which oversees EMUU and one other school district, and several other Lamoille South Supervisory Union administrators.

In December 2024, the United States notified the District about the results of its investigation. The United States concluded that the District knew of, and did not respond sufficiently to, incidents of individualized race-based harassment and a broader hostile educational environment in three of EMUU's four schools. The United States recognizes the steps the District has already taken to improve the racial climate at its schools. Furthermore, the District has been open and receptive to improving its practices and has welcomed the collaboration with the Department of Justice in furtherance of those goals. Rather than conduct further investigation into the District and/or litigate the United States' findings, the United States and the District (collectively, "the Parties") agree to resolve all allegations arising out of this investigation through this Settlement Agreement ("Agreement"), into which the Parties have voluntarily entered to improve the District's ability to prevent and respond appropriately to student-on-student harassment and the associated hostile educational environment. In consideration of this Agreement, the United States agrees to close its investigation without further enforcement action, except as provided in this Agreement. The United States and the District agree and acknowledge that this consideration is adequate and sufficient. Neither this Agreement nor the performance by the District of this Agreement's obligations constitutes an admission of any violation of any federal, state, or local law, and the District expressly denies any violations.



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DEFINITIONS OF AGREEMENT TERMS

- A. "Days"** means calendar days. If a deadline falls on a weekend, District, state, or federal holiday, or a date when the District is otherwise closed, that deadline will be extended to the next regular business day.
- B. "Designated Employee"** means a person designated to receive complaints pursuant to Vt. Stat. Ann. tit. 16, § 570a(a)(7).
- C. "Employee"** means a person legally holding a position at the District as an employee. This term includes full-time, part-time, permanent, probationary, temporary, intermittent, casual, and per-diem employment positions.
- D. "Harassment"** is unwelcome conduct based on a student's federally protected characteristic. Harassment may include the use of derogatory language (such as race- or sex-based slurs or jokes), intimidation, threats, unwanted physical contact, or physical violence. Harassment need not include intent to harm, be overtly directed at a specific person, or involve repeated incidents.
- E. "Hostile Environment"** exists when harassment is objectively offensive and sufficiently serious that it interferes with or limits a student's ability to participate in or benefit from the services, activities, or opportunities in the educational program.
- F. "Parent(s)"** means either or both biological or adoptive parent(s) of a student, a student's legal guardian, or other person legally responsible for a student under state law.
- G. "Student Conduct Form"** refers to the District's current Student Conduct Form, or any successor version of the form.



Section 1. District Policies, Practices & Procedures

- A.** The District agrees that all students have the right to be educated in a welcoming and supportive environment that is free from discrimination and harassment.
- B.** Upon receipt of any report of conduct that reasonably may constitute harassment involving students, regardless of the form or source, the District will conduct an impartial and prompt investigation under its Hazing, Harassment, and Bullying (“HHB”) policies and procedures, and it will take action reasonably designed to: remedy the harm the harassment may have caused, including by offering appropriate interim and/or supportive measures; reduce occurrence of harassment in the future; and protect complainants from retaliation.
- C.** The District will revise all relevant policies, practices, forms, and/or procedures to clarify that harassment may include conduct that is not overtly directed at an individual student.
- D.** By the start of the 2025-2026 school year, the District will revise its central reporting system and procedures through which all harassment complaints (including any written or verbal report, discipline referral, or complaint involving possible hazing, harassment or bullying) will be tracked electronically, even where no separate disciplinary infraction has been recorded, and to integrate the District’s student information system to allow for inter-school coordination. The information that will be tracked regarding such incidents is set forth in Appendix A.
- E.** Within 10 days of receipt of a complaint, a Designated Employee will enter into the central reporting system all information set forth in Appendix A. If a Designated Employee later learns additional information, the Designated Employee will timely enter the information into the central reporting system.
- F.** When determining which action, including any interim and/or supportive measures, to take to remedy the harm a harassment incident may have caused, the District will review and consider all incidents in the central reporting system that involved either the alleged target or alleged offender.
- G.** Within two weeks after the end of each semester, the District will review its discipline data to ensure all incidents involving conduct that reasonably may constitute harassment involving students have been recorded on a Student Conduct Form, reported to a Designated Employee, entered into the central reporting system, and investigated pursuant to relevant HHB policies and procedures. If the review reveals that any Employee used a discipline referral and not a Student Conduct Form to document and report conduct that might have constituted harassment, the District will send the Employee a written reminder of their obligation to immediately report such conduct to a Designated Employee and to complete a Student Conduct Form.
- H.** The District will inform all Employees and all parents of students enrolled in the District about the settlement agreement and make a copy of it available to them.



Section 2. School Climate & Culture Assessments

- A.** The District will annually assess the environment at EMUU schools regarding conduct that may create a hostile environment based on a protected characteristic. During the 2024-25 school year, the District will conduct this assessment before the end of the school year. Beginning in the 2025-26 school year and in all successive years under this Agreement, the District will conduct this assessment mid-year, so that the results of the assessment can inform training provided during the same school year. The assessment may be performed using any or all of the following methods:
- 1.** A climate survey that assesses the culture and climate in the school, including the use of harassing race-based conduct in the school and the school's responses. The District will administer the survey as follows:
 - a.** The District will distribute the climate survey to the entire EMUU community, including students, parents, all Employees.
 - b.** The District will permit anonymous responses to the climate survey.
 - c.** The District will make good-faith efforts to encourage accurate responses to the survey. This includes good-faith efforts to promote participation in the survey and to avoid multiple responses from the same individual, responses from individuals outside of the school community, and other actions that may render the survey results substantially inaccurate.
 - d.** The District will solicit responses to the climate survey for at least 30 Days and will include in its distribution of the climate survey the dates for responses.
 - e.** The District will ensure that the climate survey is accessible to students, parents, and Employees with disabilities or limited English proficiency.
 - f.** During the 2024-25 school year, the District will provide a draft of the climate survey to the United States for review and approval at least 30 Days before intended circulation. Beginning in the 2025-26 school year and in all successive years under this Agreement, the District will provide a draft of the climate survey to the United States for review and approval at least 90 Days before intended circulation.
 - 2.** Listening sessions with relevant Employees and student groups and an online form. The online form will let students, parents, and Employees submit optional feedback on the culture and climate in the school; the use of offensive race-based language and conduct in the school; and the school's response. The online form must meet these requirements:
 - a.** The online form will be available for at least 30 Days.
 - b.** The online form and the dates for responses will be well-publicized to the entire school community, including students, parents, and Employees.
 - c.** The online form will permit anonymous responses.
 - 3.** A review of all incidents recorded in the District's central reporting system, as set forth in Section 1.D.
 - 4.** Any other method the District proposes to the United States with at least 45 Days' notice, and which the United States approves.
- B.** The District will timely review the results of its assessment, analyze the aggregated data, and identify specific area(s) to improve, such as additional training to reduce harassing conduct and language targeted at students based on a particular protected characteristic. In addition to training



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required by Sections 3, the District will take responsive action where feasible to address any areas for improvement identified by the assessment.

- C. Before the start of each school year, the District will issue a public report to students, parents, and Employees, summarizing the results of its annual assessment from the prior school year, and describing the responsive actions the District will take to address specific concerns identified through the assessment.



Section 3. Education, Training & Professional Development

- A.** Each spring semester, the District will conduct a District-wide education program at EMUU schools targeted at preventing discriminatory harassment and improving the school environment for students. The program will be mandatory for all students.
1. The spring 2025 program will focus on addressing race-based harassment and other behavior that could create a racially hostile environment. The program may also include a focus on any other areas for improvement identified in the 2024-2025 school environment assessment.
 2. Each subsequent annual program will focus on addressing areas for improvement identified in the District's review of the assessment from that school year.
 3. Every program will:
 - a. Identify each school's Designated Employees;
 - b. Explain the process for submitting a harassment complaint; and,
 - c. Explain that a complaint can be submitted to any Employee.
 4. Before April 15, 2025, and before March 1 of each subsequent school year, the District will propose for the United States' review and approval a trainer and agenda for that spring's training program, including for each proposed training the title of the training, date of training, trainer(s)/facilitator(s), and agenda. On the same date as its proposal, the District will also provide the United States with all documents intended to be used in the training (e.g., handouts, presentations, assigned reading). If documents intended to be used in the training are not available at that time, the District will provide such documents to the United States as soon as they are made available by the trainer(s)/facilitator(s). The United States will provide any feedback on the proposed education and training required by this section within 30 days.
- B.** Each spring semester, the District will conduct a District-wide training program at EMUU schools targeted at preventing discriminatory harassment and improving the school environment for students. The program will be mandatory for all District Employees. The training program each spring will meet all requirements set forth in Section 3.A above. In addition, each spring Employee training program will:
1. Emphasize that any school Employee who witnesses conduct that might constitute harassment, or who overhears or directly receives information about conduct that might constitute harassment, shall:
 - a. Immediately report the conduct to a Designated Employee, as listed in the District's published materials; and
 - b. Immediately complete a Student Conduct Form.
 2. Explain the process for immediately reporting conduct that might constitute harassment, and for submitting a Student Conduct Form.
- C.** Before the start of the 2025-2026 school year, the District will implement or require attendance at a training program for all Employee(s) designated to receive, investigate, or adjudicate complaints of hazing, harassment, or bullying at EMUU schools, and all Employee(s) who review these investigations or their conclusions.
1. The training program will include the following topics:
 - a. Identifying conduct that reasonably may constitute harassment, including verbal and non-verbal conduct, and non-directed or general conduct;



- b.** The impact of racial slurs and racialized language on students and on the educational environment;
 - c.** The requirement that upon notice of information regarding conduct that reasonably may constitute harassment, a Designated Employee must initiate an investigation under the District's HHB policy;
 - d.** How implicit bias may impact an Employee's investigation of a harassment allegation or perception and treatment of students involved;
 - e.** Communication with students and parents of students who may have engaged in, witnessed, or been subjected to harassment;
 - f.** Safety plans (including the circumstances under which a safety plan should be affirmatively offered to a student) and other interim or permanent measures to protect potential victims; and
 - g.** Other measures and strategies to advance student safety and restore or preserve students' access to the District's education program.
 - h.** Identifying and responding to incidents that are based on a protected characteristic but that may not require an investigation under the District's HHB policy, including providing appropriate supportive measures and documenting any allegations of such incidents and the District's response in the District's central reporting system.
- 2.** All trainings for Employees provided to meet this Section's requirements will include instruction that provides participants with examples of what to do and not do, modeling, opportunities for practice and feedback, and time for review and reflection.



Section 4. Monitoring & Reporting

During the term of this Agreement, the District will submit regular reports to the United States.

- A. Annual Report:** The District will submit an annual report to the United States, which will contain the following information for the preceding school year, with the first report due July 1, 2025:
1. General Information
 - a. The total number of students enrolled in the District, disaggregated by (a) grade level, (b) race, and (c) sex.
 - b. The name and title of each Designated Employee.
 - c. A description of all modifications, if any, to the District's policies on hazing, harassment, and bullying.
 - d. Copies of all updated policies on hazing, harassment, and bullying.
 2. School Climate
 - a. A description of the District's efforts to implement Section 2.A;
 - b. A description of the District's efforts to implement Section 2.B, including a summary of the District's review of the assessment results, analysis of the aggregated data, and identified area(s) for improvement;
 - c. Copies of all Documents relied on for the District's assessment, including all climate survey results, online form submissions, meeting notes from listening sessions, and District analysis or review of the collected information;
 - d. A description of all trainings or programs conducted to implement the requirements of Section 3;
 - e. For each training or program required by Section 3, a copy of all final documents (e.g., handouts, presentations, assigned reading) used in the training; and
 - f. An unsworn declaration under 28 U.S.C. § 1746 from the Superintendent that all Employees required to attend each training or program required by Section 3 attended each training or program held during the prior school year.
- B. Semi-Annual Report:** The District will submit a semi-annual report to the United States, by January 31 and July 1 each year, which will contain the following information for the preceding semester, with the first report due July 1, 2025:
1. A Microsoft Excel spreadsheet in native electronic format listing all reported allegations of student-on-student and Employee-on-student discrimination,¹ harassment, hazing, or bullying and all allegations of retaliation, if any, related to each such incident. For each report received, whether written or verbal, the District will provide the information set forth in Appendix A.²

¹ For purposes of this Agreement, the District need not produce in its report allegations of discrimination solely regarding the content of a student's IEP or 504 Plan or about the provision or denial of services under Section 504 or the IDEA.

² The Parties agree that all information outlined in the Agreement will be tracked as of the date the Agreement is executed and for the term of the Agreement. For the portion of the 2024-25 school year that predates the execution of this Agreement, the District will provide substantially all of this information; the Parties recognize that some of the details prospectively required by the Agreement may not have been recorded for all historical incidents.



2. All documents related to any reported allegation of student-on-student and Employee-on-student discrimination, harassment, hazing, or bullying and allegations of retaliation, if any, related to each such incident.
3. If not included in the report provided pursuant to Section 4.B.1-2, all disciplinary referrals related to the use of offensive slurs or gestures that may be perceived as demeaning to students based on race or another protected characteristic, including the N-word (and any implied use thereof), Nazi salutes, and the term "monkey"; and all documents related to the referral, the underlying incident, and any Employee's response to the referral or underlying incident.



Section 5. Enforcement

- A.** For the duration of this Agreement, the District will preserve and maintain all hard copy and electronically stored documents pertinent to its compliance with the Agreement. The District will produce within 30 Days all documents and information requested by the United States in connection with its efforts to monitor the District's compliance with and implementation of this Agreement.
- B.** The United States, through its representatives or any consultant or expert it may retain, may conduct on-site reviews of the District's schools and in-person or virtual interviews of Employees to evaluate compliance with the terms of this Agreement upon giving notice to the District. The United States also may speak directly, without District counsel, with District Employees who (i) are not administrators represented by District counsel, and (ii) have questions, concerns, or other information to share about the District's obligations under this Agreement and federal law.
- C.** Once the District implements changes required by this Agreement and approved by the United States, the District will not substantively modify those changes during the period of the Agreement without obtaining the United States' prior written approval.
- D.** The United States will promptly notify the District in writing of any issues or concerns related to compliance with this Agreement that may arise during the term of this Agreement. The Parties will act in good faith to resolve any such issues or concerns. In the event of a material breach by the District of this Agreement that cannot be resolved through good faith negotiation, the United States may initiate judicial proceedings under Title IV and the terms and obligations of the District under this Agreement. This Agreement does not relieve the District from its other obligations under other Federal civil rights 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. The District will not retaliate against Employees, parents, or students, who participate in the United States' investigation, monitoring, and enforcement of this Agreement.



Section 6. Term & Termination

- A.** The Parties anticipate that the District will have complied with this Agreement by the end of the 2027-2028 school year. When the District provides the United States with the status report due on July 1, 2028, the United States will have 90 Days to raise any remaining concerns about the District's compliance with the Agreement.
 - 1.** If the United States does not raise any concerns with the District's compliance, the Agreement will terminate.
 - 2.** If the United States raises concerns about the District's compliance, the Parties will attempt to resolve those concerns cooperatively. If the Parties are unable to reach a negotiated resolution, the enforcement mechanism in Section 5.D. will apply.
- B.** The Parties may, upon mutual written agreement, amend this Agreement to address changed circumstances.
- C.** This Agreement constitutes the entire agreement by the Parties. No financial consideration was exchanged as part of this settlement. No statement, promise, or agreement that is not contained in this Agreement, whether written or oral, made by any Party or agents of any Party, will be enforceable on the matters raised in this Agreement.
- D.** This Agreement is final and binding on the District, including its principals, administrators, representatives, successors in interest, and legal representatives.
- E.** If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, that decision will not affect the validity of any other part of the Agreement. The District and the United States will meet within 15 Days of any decision to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.
- F.** The undersigned representatives of the Parties certify that they are authorized to enter into and consent to the terms and conditions of this Agreement and to execute and legally bind the Parties to it.
- G.** The effective date of this Agreement is the date of the last signature below.



SIGNATURES OF PARTIES TO THE AGREEMENT

For Elmore-Morristown Unified Union School District:

/s/ David Bickford
DAVID BICKFORD
School Board Chair
Lamoille South Supervisory Union
46 Copley Avenue
Morrisville, VT 05661

Date: 1/6/2025

For the United States of America:

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United States Attorney
District of Vermont

KRISTEN CLARKE
Assistant Attorney General

/s/ Lauren Almquist Lively
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Date: 1/7/2025

Date: 1/7/2025



Appendix A: Centralized Reporting System Obligations

1. The date, time, and location of the alleged incident(s);
2. A narrative description of the alleged incident(s);
3. The name and position/job title (e.g., student, teacher, parent, administrator, or other) of the person(s) reporting the allegation;
4. The person who received the complaint, the manner in which the allegations were reported (e.g., written complaint, telephone call, email, voicemail, other), and the date on which the complaint was received;
5. For the alleged targeted student and alleged offender, each individual's name, race/ethnicity, sex, grade level (if applicable) or job title (if applicable);
6. A description of the District's response to each alleged incident, including all disciplinary or non-disciplinary actions (e.g., education, training, counseling, warning, referral to support services) taken in response to each incident. If an investigation occurred, include the date(s) on which the investigation commenced; whether or when law enforcement officers were involved; and who was assigned to conduct the investigation;
7. A description of all interim actions taken by the District during the investigation and adjudication process in response to each allegation, including interim remedies and academic or behavioral accommodations provided to the alleged targeted student or alleged offender, as well as any interim safety measures (e.g., safety plan for the alleged target, notification to classroom teachers, separation of alleged offender from targeted student); and
8. A description of the outcome of any investigation, including the date on which the investigation concluded, the date(s) of any communication(s) with the students involved and their family, and all resulting disciplinary action, safety measures, and accommodations or other remedies.