

**Settlement Agreement
between
The United States of America
and
Concord-Carlisle School District**

The Concord-Carlisle School District (the District) and the United States Department of Justice, Civil Rights Division, Educational Opportunities Section (the Department) voluntarily enter into the following Settlement Agreement (Agreement) to support the District's ability to prevent and appropriately respond to peer-on-peer harassment and to resolve the Department's investigation into complaints of harassment on the basis of religion and national origin in the District, including antisemitism. The Department conducted its investigation under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.*, which authorizes the Department to address certain complaints of discrimination in public schools.

The District cooperated fully with the Department's investigation, enters into this Agreement voluntarily, and admits no liability or wrongdoing. In addition to working with Department of Justice to ensure compliance with its federal civil rights obligations related to discrimination based on religion and national origin, the United States recognizes that the District has already announced substantial antisemitism initiatives it has committed to undertaking this school year including working with stakeholders to combat antisemitism in its schools.

The District agrees to take the following actions and will ensure that District employees comply with the commitments described below:

I. Revised Prohibition on Harassment

- A. The District will review all District and school-level policies, handbooks, and practices related to harassment on the basis of race, religion, and national origin (Covered Harassment) and revise them as needed to ensure consistency with the District's obligation under federal law to respond to complaints promptly and effectively. The District will specifically ensure that its policies and procedures address and prohibit antisemitic harassment (whether based on religion or shared ancestry), including:
 - i. Drawing swastikas,
 - ii. Using "Jew" as a derogatory term, and
 - iii. Making Nazi salutes.
- B. The District will revise Policy JICK– Harassment of Students and shall make any necessary conforming changes to policies AC and AC-R (both titled Non-Discrimination Policy Including Harassment and Retaliation and Policy) by:
 - i. Stating that any conduct (including if it occurs off school grounds or on social media) is covered by the policy if it could reasonably create a hostile environment at school for any student or cause any student to be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any District program or activity.

- ii. Requiring that District- and school-level employees report all incidents of possible Covered Harassment that are disclosed to them, that they overhear or observe, or that they otherwise learn about;
- iii. Prohibiting any retaliation against any person for reporting an incident of Covered Harassment, including taking all appropriate measures to prevent retaliation by student(s), and requiring the District to take prompt and effective measures to address any such retaliation;
- iv. Requiring the District to investigate any allegations of Covered Harassment and retaliation to the extent possible even if the alleged victim of the harassment does not wish the incident to be investigated or does not cooperate with the resulting investigation (However, the ability of the District to investigate, and the actions it may take to address the Covered Harassment, may be limited by the need to protect the privacy and respect the wishes of the alleged victim(s) of harassment); and
- v. Specifying that corrective action in regard to Covered Harassment should include a safety or support plan (if the victim of the harassment desires such a plan) and public statements (consistent with FERPA and other applicable privacy laws) if those actions will be effective in addressing harassment.

II. District Response to Harassment

- A. The District will designate a District-level employee as the District's Compliance Officer to oversee and monitor each District school's response to all alleged incidents of Covered Harassment.
- B. The Compliance Officer will ensure that all incidents of possible Covered Harassment (whether the District becomes aware of them through a complaint, staff observation, or any other manner) are fully investigated using the District's "Internal Investigation Reporting Form." Conducting a student discipline proceeding and completing the documentation required for such a proceeding shall not be a substitute for completing the "Internal Investigation Reporting Form." This includes, but is not limited to, completing and documenting the following steps:
 - i. Listing all persons interviewed as part of the investigation and attaching the full notes of those interviews (not just a summary);
 - ii. Indicating whether the investigation found that there was sufficient evidence that there was a violation of the District's Harassment policies and providing an explanation for the basis of that conclusion that is sufficiently detailed to allow the Compliance Officer to evaluate that determination without needing additional information;
 - iii. If the investigation finds a violation of the District's Harassment policies occurred, indicating whether the harassment was based on a protected class, and provide an explanation for the basis for that conclusion that is sufficiently detailed to allow the Compliance Officer to evaluate that determination without needing additional information; and
 - iv. Documenting all actions taken as a result of the investigation including whether a safety or support plan was offered, developed, or implemented.

- C. The District will maintain an electronic database/spreadsheet that school administrators will use to track all complaints (verbal or written) of potential Covered Harassment. This database must include the names of students alleged to have engaged in the Covered Harassment, and the alleged victim(s) of the conduct, so that the District can identify and track whether students may have been subjected to repeated offenses, assess whether they may be experiencing a hostile educational environment, and determine whether there are supportive measures that can be put in place to address that hostile environment. The database must also include all discipline and corrective measures (including safety or support plans) taken as a result of the investigation and the Compliance Officer will ensure all such corrective measures were effectively implemented.
- D. Each semester, the Compliance Officer will review school-level discipline incidents to ensure that all incidents of Covered Harassment were properly identified and responded to promptly and effectively.
- E. The District will use behavior management tools that specifically aid staff in responding to incidents of anti-Semitism in an age-appropriate fashion.

III. Training

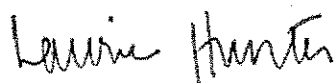
- A. For the 2026-2027 school year, and all subsequent school years this Agreement is in effect, the District will develop and implement the following training for its employees:
 - i. The District will train all employees on how to properly identify, document, and report any conduct that may constitute Covered Harassment.
 - ii. The District will train principals and other administrators who are part of the process for investigating allegations of Covered Harassment on:
 - a. How to conduct fair and impartial investigations, including protocols for documenting the investigation;
 - b. When and how to implement supportive measures for students; and
 - c. How to communicate effectively and in a timely fashion with students and families about the status and resolution of harassment complaints, consistent with FERPA and other applicable privacy laws.
- B. The District shall ensure all employees complete the training required above and maintain documentation that demonstrates that completion.
- C. For the 2026-2027 school year, and all subsequent school years this Agreement is in effect, the District will provide students with age-appropriate training on Covered Harassment, with an explicit focus on antisemitism and the significance of swastikas. This training shall include how to report incidents of Covered Harassment and the role of “bystanders” in addressing Covered Harassment.

3. Reporting and Monitoring

- A. On or before January 31 and July 1 of each year this Agreement is in effect, the District will provide a status report to the Department that includes all the information listed below for the previous six months:

- i. Results of the District's semester reviews of disciplinary incidents, including any responsive action steps and a copy of the school-level discipline incident database or spreadsheet that was reviewed;
 - ii. All Covered Harassment complaint entries from the District's electronic tracking database/spreadsheet;
 - iii. Documentation of the District's investigation and response to any Covered Harassment complaints that involve antisemitism (whether based on religion or shared ancestry);
 - iv. Documentation of all employees' completion of required training; and
 - v. Any other efforts by the District to prevent, investigate, and respond to Covered Harassment.
- B. While this Agreement is in effect, the District shall maintain its website <https://www.concordps.org/deib/addressing-anti-semitism>. On the same date the District submits its status Report to the Department, it shall ensure that website is current and highlights any actions taken to address antisemitism in the District since the last reporting period and includes the date(s) those actions.
- C. If the District timely implements and complies with this Agreement, the parties expect this matter to be resolved 60 days after the District's July 31, 2027, report if the Department has not notified the District of any compliance concerns before that date. If the Department does notify the District of compliance concerns, the parties will work collaboratively to address those issues. If the Department does not identify such obligations or request an extension of time within those sixty (60) days, the Agreement will terminate.

For the Concord-Carlisle Regional School District:


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4/2/26
Date:

For the United States of America:

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Date: 4/14/2026



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