



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 Twin Valley School District



INTRODUCTION

In June 2021, 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 Twin Valley School District's (the "District") response to complaints of student-on-student harassment based on race and sex. 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 received from the 2019-2020 school year to the present; student discipline files; relevant District policies, procedures, and trainings; and correspondence on the District's response to allegations of race- or sex-based slurs or other harassment. The United States also interviewed former members of the Twin Valley School District community and conducted a remote site visit. On that visit, the United States interviewed current District employees, including administrators and faculty at Twin Valley Elementary School and Twin Valley Middle-High School. Additionally, the United States interviewed the superintendent of Windham Southwest Supervisory Union, an umbrella association of several rural school districts, including the District.

In September 2022, 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, individualized harassment and a broader hostile educational environment in Twin Valley Middle-High School. Specifically, the United States shared its conclusion that the District did not respond sufficiently to racial harassment that created a hostile environment for Black students. The United States also shared concerns that students had experienced serious and persistent harassment based on sex, including based on sexual orientation and sex stereotypes, that were not sufficiently addressed through the actions taken by the District under its policies and procedures.

The United States recognizes the steps the District has taken to improve the school climate at Twin Valley Middle-High School and to strengthen its commitment to diversity, equity, and inclusion. The United States and the District (collectively, "the Parties") voluntarily enter into this Settlement Agreement ("Agreement") to improve the District's ability to prevent and respond appropriately to student-on-student harassment and the associated hostile educational environment. 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. **“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.
- C. **“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.
- D. **“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.
- E. **“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.



Section 1. District Policies, Practices & Procedures

- A.** The District agrees that all students, including students who are members of protected classes under federal law, have the right to be educated in a welcoming and supportive environment that is free from discrimination and harassment.
- B.** The District will revise all relevant policies, practices, forms, and procedures to define how the following may constitute harassment:
 - 1.** Conduct that is not overtly directed at an individual student may still be based on, motivated by, or directed at the actual or perceived characteristics of a student or student's family member.
 - 2.** Conduct that is not overtly directed at an individual student may still have the purpose or effect of creating an intimidating, hostile, or offensive environment.
- C.** The District will revise all relevant policies, practices, forms, and procedures to clarify that the District must offer appropriate interim and supportive measures (i.e., safety plans or other measures) for all victims of alleged hazing, harassment, or bullying.
- D.** 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 Twin Valley Middle-High School's school environment regarding conduct that may create a hostile environment based on a protected characteristic. During the 2022-23 school year, the District will conduct this assessment before the end of the school year. Beginning in the 2023-24 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 or sex-based language and 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 Twin Valley Middle-High School community, including students, parents, faculty, and staff.
 - 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, faculty, and staff with disabilities or limited English proficiency.
 - f.** During the 2022-23 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 2023-24 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, including the school's Gender Equity Student Association and Diversity Initiative; and an online form for community members to submit optional feedback on the culture and climate in the school; the use of offensive race-based or sex-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, faculty, and staff.
 - c.** The online form will permit anonymous responses.
 - 3.** 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 particular protected classes.



Section 3. Training & Professional Development

- A.** Each spring semester, the District will conduct a school-wide training program at Twin Valley Middle-High School targeted at preventing harassment and improving the school environment for members of protected classes. The program will be mandatory for all faculty, staff, and students. The District may complete this requirement by hosting one training for faculty, staff, and students, or by hosting separate trainings for students and for Employees.
 - 1.** The spring 2023 program will focus on addressing race-based harassment and other behavior that could cause a racially hostile environment. The program may also include a focus on any other areas for improvement identified in the 2022-2023 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.** Before April 15, 2023 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).
- B.** Before the start of the 2023-2024 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 Twin Valley Middle-High School, and all Employee(s) who review these investigations or their conclusions.
 - 1.** The training program will include the following topics:
 - a.** How unwelcome conduct can create a hostile racial environment, including:
 - i. The role of verbal conduct, non-directed or general conduct, and pervasive conduct in assessing whether conduct constitutes harassment;
 - ii. The impact of racial slurs and racialized language on people of color;
 - b.** Considering potential victims of harassment, including:
 - i. How implicit bias may impact an Employee's investigation of a harassment allegation or perception and treatment of a potential victim of harassment;
 - ii. How to implement restorative justice practices that protect potential victims;
 - iii. Safety plans and other interim or permanent measures to protect potential victims; and
 - iv. Other victim-supportive measures and strategies.
 - 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 an annual report to the United States by July 1 of each year. The annual report will contain the following information for the preceding school year, with the first report due July 1, 2023:

A. General Information

1. The total number of students enrolled in the District, disaggregated by (a) grade level, (b) race, and (c) sex.
2. The name and title of each Employee designated to investigate or adjudicate complaints of potential hazing, harassment, or bullying.
3. A description of all modifications, if any, to the District's policies on hazing, harassment, and bullying.
4. Copies of all updated policies on hazing, harassment, and bullying.

B. School Climate

1. A description of the District's efforts to implement Section 2.A;
2. 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;
3. 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;
4. A description of all trainings or programs conducted to implement the requirements of Section 3;
5. 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
6. 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.
7. All disciplinary referrals related to the use of offensive slurs or gestures that may be perceived as demeaning to students who are members of a protected class, including the n-word, Nazi salutes, and derogatory sexual-orientation or gender-identity terms.
8. For all disciplinary referrals responsive to Section 4.B.2.6, all Documents related to the referral, the underlying incident, and any Employee's response to the referral or underlying incident.



C. Complaints & Investigations

- 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, provide the following information:²
 - a.** the date, time, and location of the alleged incident(s);
 - b.** a narrative description of the alleged incident(s);
 - c.** the name and position/job title (e.g., student, teacher, parent, administrator, or other) of the person(s) reporting the allegation;
 - d.** the person who received the complaint and manner in which the allegations were reported (e.g., written complaint, telephone call, email, voicemail, other);
 - e.** For the alleged target and alleged offender, each individual's name, race/ethnicity, sex, religion (if known and applicable), grade level (if applicable) or job title (if applicable);
 - f.** 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, including School Resource Officers, were involved; and who was assigned to conduct the investigation;
 - g.** 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 target or perpetrator, as well as any interim safety measures (e.g., safety plan for the alleged target, notification to classroom teachers, separation of alleged perpetrator from target student); and
 - h.** 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.
- 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.

¹ For purposes of this Agreement, the District need not produce in its report allegations of discrimination 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 2022-23 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.



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 the 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 2025-2026 school year. When the District provides the United States with the status report due on July 1, 2026, 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 any 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 Twin Valley School District:

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Date: March 16, 2023

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