



# Franklin Public Schools

Office of the Superintendent of Schools  
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Massachusetts 02038

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## **Proposed Resolution Agreement**

Franklin Public Schools  
Complaint No, 01-15-1028

The Franklin Public School District (District) agrees to implement the terms below to resolve the allegations made to the U.S. Department of Education, Office for Civil Rights (OCR) in Complaint No. 01-14-1028, which alleged discrimination under Title VI of the Civil Rights Act of 1964 and its implementing regulation at 34 C.F.R. Part 100 ( Title VI). Title VI prohibits discrimination on the basis of race, color, or national origin. The District is signing this Agreement voluntarily and does not admit a violation of Title VI.

1. The District will notify the Complainant of her right to have her child/children re-enroll in the Franklin Public Schools, which is the right of all children who reside within the District. This correspondence will further inform the Complainant that, as requested by the Complainant, her child/children will be placed in a regular educational program (as opposed to a program designed for ELLs); assure the Complainant that there will be no retaliation, threats or negative actions taken by the District or its employees against the Complainant or her child/children; and provide the Complainant with the information described, and follow the protocols outlined, in number 2, below. The District will also invite the Complainant, at her option, to attend a meeting to discuss transition back into the District.
2. The District will review and revise, as necessary, its policies and procedures for opting out of (ELL) programs, consistent with Section G of OCR's January 7, 2009 Dear Colleague Letter regarding ELL students. Such policies and procedures will make it clear that parents or guardians may opt to have their children not participate in the ELL program if they so choose, and will describe the range of ELL services that the District provides, the options for receiving those services, and the benefits of such services; such policies and procedures will include a process for documenting parents' knowing and voluntary decision regarding whether to opt out; the District will ensure that these policies and procedures are made available to parents in a language they can understand.
3. a. The District will provide training to all School Principals and relevant staff who are involved with the ELL program, to ensure that they understand that parents have the right to opt out of such programs if they so choose. The District may explain the benefits of alternative ELL programs, but will make it clear that parents may elect to waive their children's rights to such services.

b. Such training will be conducted by counsel for the District and approved by OCR. The District will provide to OCR, for review and approval, the materials to be used, no later than 30 days prior to the date of the training.

#### Reporting

By May 30, 2015, the District will provide to OCR documentation that the Complainant's children were invited to return to the District schools and placed in regular educational programs.

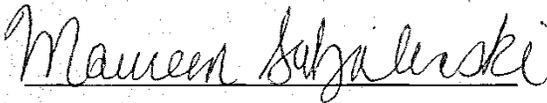
By September 30, 2015, the District will provide OCR copies of the new revised policies and procedures provided to parents, for opting out of the ELL programs.

By November 30, 2015 the District will provide OCR proof that all school principals and relevant staff involved with the ELL program have received training to ensure that they understand that parents have the right to opt out of such programs if they choose.

OCR will monitor the implementation of the above terms through the District's submission of the requested documents. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the recipient has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title IV, the issue in this case. 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 such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and it in compliance with the Title VI regulations.

The District understands and acknowledges that OCR may initiate administrative enforcement of judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. Sections 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.



May 7, 2015

Date

Maureen Sabolinski  
Superintendent of Schools  
Franklin Public Schools