

Voluntary Resolution Agreement
Wissahickon School District
OCR Docket Number: 03131018

The U.S. Department of Education, Office for Civil Rights (OCR) and the Wissahickon School District (the District) enter into this Agreement to resolve Allegation 2 in the above-referenced complaint (hereinafter "Allegation 2"). This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District, and there have been no findings by OCR to the contrary. The District assures OCR that it will take the following actions that are consistent with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color and national origin by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation of Allegation 2, the District agreed to resolve this allegation pursuant to Section 302 of OCR's Case Processing Manual by taking the following actions to enhance the existing services already provided by the District.

Action Steps

1. Procedures. Within forty-five (45) days of the execution of this Agreement, the District shall develop and provide to OCR written procedures to enhance the existing information and services available or provided to national origin minority limited English proficient (LEP) parents. Specifically, the procedures will:
 - a. Ensure meaningful communication with LEP parents in a language they can understand and adequately notify LEP parents of essential information about any program, service, or activity of the District that is called to the attention of non-LEP parents. The procedures will specify the means through which and in what instances the District will communicate essential information to LEP parents, including parents from less predominant language groups, in a language they can understand. The type of essential information to be translated, consistent with guidance provided on pages 37-39 of the U.S. Department of Education, OCR January 7, 2015 Dear Colleague Letter, shall include but not be limited to the following: (i) District Student Registration Form and other forms required at registration, including the home language survey; (ii) letters to parents and student reports regarding the Pennsylvania Statewide Assessment System; (iii) all forms sent to parents or guardians of English Learners regarding language instructional education program eligibility, exiting and opt-out; (iv) Title IA eligibility and exit letters; (v)

progress reports sent directly to parents; (vi) all letters and forms related to special education, related services and gifted evaluation, meetings and programming that must be provided to parents under applicable law; (vii) summer school letters; (viii) permission forms for student participation in field trips or other curricular activities; (ix) letters to parents regarding parent-teacher conferences and course selection; (x) “back to school” communications and forms that parents must complete and return; (xi) communications to parents regarding student disciplinary suspensions and expulsions; and (xii) student and/or parent handbooks, including codes of student conduct or discipline.

- b. Specify how the District will provide or contract for language translation or interpreter services (through on-site, electronic, online or telephonic means) to LEP parents, including parents from less predominant language groups, during District-required or District-requested educational meetings and conferences.
- c. Provide a process through which a list of LEP parents in each District school who require communication in a language other than English will be prepared and maintained. The list will be generated based on information provided in the home language survey. The home language survey will be provided to parents and guardians at the in-person registration meeting. The District will maintain a home language survey available in English, Spanish, Simplified Chinese, Vietnamese and Korean and have the capability to translate the home language survey into additional languages, as requested by the LEP parent. The District’s process shall also identify how appropriate teachers, administrators, and central office personnel will be timely notified of LEP parents needing language assistance services. The process shall ensure that when the children of LEP parents newly enroll in the District, they will be provided with a copy of the home language survey in a language that they can understand. The building lists required in this section will be updated both for the children of LEP parents transferring to another building within the District as well as newly enrolled families in the District.
- d. Confirm and set forth the process by which District staff may obtain, in a timely manner, language assistance services, including qualified translators or interpreters as needed (this could include the use of various services, such as onsite translators/interpreters, telephonic translators/interpreters, or effective translation programs, both online or otherwise); the means through which staff will be informed of the availability of such services; and the means through which staff will maintain a utilization record of such services.

- e. Outline a process for notifying LEP parents, in a language that the parents can understand, of the availability of free language assistance services and information as to how this assistance may be obtained. The notice will also inform LEP parents that the home language survey is available from the District Registrar and that, upon request, a hard copy of the survey may be obtained in a language that the parents can understand. The notice will, at a minimum, be published on the District's website and in the student and parent handbooks. The notification will also provide parents with a contact person(s) who can answer any questions regarding parental communication and assist parents to access interpreter services or translated documents.
- f. Provide a process by which the District ensures that interpreter and translation service providers utilized by the District have knowledge in both languages of any specialized terms or concepts to be used in the communication at issue. The process shall also ensure that interpreters and translators are trained on the role of an interpreter and translator, the ethics of interpreting and translating, and the need to maintain confidentiality. The District's receipt of a document from the provider(s) certifying that the providers have met the standards for quality translation or interpreter services established by an independent entity that has the expertise to determine whether these services meet universally accepted standards will satisfy the requirements of this provision. The District will maintain documentation of the procurement of qualified translation and interpreter services, as set forth herein, for a period of five (5) years. In addition to the notice referenced in (e) above, the District will provide LEP parents with the contact information of a District employee responsible for receiving complaints about translation or interpreter services.

Reporting Requirement: Within forty-five (45) days of the execution of this Agreement, the District will provide to OCR for its review and approval a copy of the written procedures developed in accordance with Section 1.a.-f. above.

Reporting Requirement: Within forty-five (45) days of OCR's approval of the written procedures, the District will provide to OCR documentation of its implementation of the written procedures, along with a written description of its methods to notify all parents of these procedures.

- 2. **Evaluation.** The District will assess its implementation of the written procedures required in Action Step 1, above, for the purpose of determining its effectiveness. At a minimum, this evaluation will consider: whether the provisions of the Agreement are being carried out; whether the current implementation of its procedures is providing meaningful information about its programs and

activities to LEP parents at all schools; whether training is needed to ensure staff awareness of and compliance with the Agreement's obligations; whether District interpreters and translators are being used when appropriate; and an assessment and evaluation of the quality of its interpreters and translators, including any complaints received. The assessment will also consider whether certain events, such as school orientations, open houses and other District events where the dissemination of information is a primary purpose of the event, will include the use of interpreters as a matter of course.

Reporting Requirements: By December 31, 2018, the District will provide OCR with a written report containing the findings of its evaluation required in accordance with Action Step 2, above.

3. **Training.** The District will train appropriate staff on District procedures for identifying language-minority parents, and on the District policies and procedures for serving LEP parents. Staff training will consist of the following: when and how to obtain qualified language assistance; the importance of effective communication with LEP parents; use of interpreters when staff have telephone or in-person contact with LEP parents; and applicable record-keeping procedures and reporting obligations.

Reporting Requirement: By September 15, 2018, the District will provide to OCR a written description of the training it provided to appropriate staff concerning procedures for identifying LEP parents/guardians, and on the District policies and procedures for serving LEP parents, in accordance with Action Step 3, above. The description should include a list of staff members in attendance, by name and title, along with copies of any presentations or documents used or distributed.

4. **Data Collection and Tracking.** Each District school or department, as applicable, will maintain logs or a database of interpreter services provided to and/or requested by LEP parents, including the primary language and the student/parent's names, school building involved, the source of any interpreter used (e.g., bilingual staff, staff interpreters, contract interpreters, community volunteers, telephone interpreter lines), the reason for/purpose of the request (e.g. IEP meeting), and the date of the request. If no interpreter is provided, the record will provide a short explanation of the reason and attempts made to obtain a qualified interpreter. The District must develop a procedure to track the log to ensure that the communication needs of the ELL students and language-minority parents are being effectively met through appropriate use of interpreters and translators.

Reporting Requirement: By January 31, 2019, the District will provide to OCR a copy of its logs of interpreter services requested since the implementation of the written procedure during the 2017-2018 school year, in accordance with Action Step 4, above.

Reporting Requirement: By June 30, 2019, the District will provide to OCR a copy of its logs of interpreter services requested during the 2018-2019 school year, in accordance with Action Step 4, above.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 is in compliance with Title IV and the regulations implementing Title VI at 34 C.F.R. section 100.3 (a) and (b). Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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

This Agreement will become effective immediately upon the signature of the District's representative below.

/s/

6/12/18

District Superintendent or Designee

Date