

**Baltimore City Public Schools
Resolution Agreement
Complaint #03141027**

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), Baltimore City Public Schools (the District) voluntarily enters into this Resolution Agreement (Agreement). This Agreement does not constitute an admission of liability on the part of the District, nor does it constitute a determination by OCR that the District violated any of the regulations enforced by OCR.

ACTION STEPS

Student-Focused Remedies

1. By October 1, 2014, the District will disseminate a memorandum to all staff members and administrators at the Baltimore xxxxxxxxxx xxxx xxxxxx (the xxxx xxxxxx), reminding them of their obligation to comply with Title VI, and explaining that differential treatment of students, on the basis of national origin, is a violation of Title VI. This memorandum should also remind the xxxx xxxxxx's staff that District xxx xxxx xxxxxxxx policies and practices, including those related to xxxx xxxx, must be applied in a consistent manner to all students with in the District.

2. By October 31, 2014, the Student's xxx xxxx, xxxxx xxxx xxxxxxxx xxxxxxxx xxxxxxxxxx, xxxx xxxxxxxx xx xxxxxxxxxx xxxxxxxx xxx xxxxxxxx xxxxxxxxxx xxxxxxxxxx as a result of the District's failure to xxxxxxxx xxxxxxxxxx xxxxxxxx xxxxxxxxxx xx xx xxx xxxxxxxx xx xxxxxxxx xx, xxxx. In making its assessment, the multidisciplinary team will adhere to the requirements prescribed by Section 504 and its implementing regulation, at 34 C.F.R. Section 104.35 (evaluation and placement) and 34 C.F.R. Section 104.36 (procedural safeguards). X –paragraph deleted –X

If such compensatory education services are determined to be necessary, by November 15, 2014, the District will make a written offer to the Student's parents to provide the compensatory educational services to the Student. In the written offer, the District will inform the Student's parents that they must respond to the offer by November 30, 2014. These services are to be provided over and above any services otherwise required in the student's current IEP, any extended school year programs, or other programs developed for the student. The District will include the compensatory educational services, if any are determined to be appropriate and acceptable to the Student's parents, in the Student's IEP.

3. In implementing Action Step #2, the District will provide the Student's parents with written notice of their right to procedural safeguards, including the right to have disputes concerning the IEP team's determinations regarding evaluation, placement, or compensatory education resolved through a due process hearing in accordance with the

regulation implementing Section 504, at 34 C.F.R. § 104.36. Notice shall be provided in a language understood by the Student's parents.

Policy for Communicating with Language Minorities

4. By the end of the 2014-2015 school year, the District shall review and amend, if necessary, its policies and procedures to ensure that national origin minority limited English proficient (LEP) parents are notified, in a language understood by the parents, of school activities, all registration materials, and other information and matters that are called to the attention of other parents. Specifically, the procedures will:
 - a. Specify how the District will provide language assistance services, including interpreters and written translations, to LEP parents, including parents from less predominant language groups.
 - b. Provide a process to identify and track LEP parents who require communication in a language other than English, including ensuring that teachers, administrators, and central office personnel are timely notified of these LEP parents and that each school building maintains a centralized list of LEP parents identified as needing language assistance services and the type of language assistance services that they need. The District's process shall also ensure that when the children of LEP parents transfer from one school building to another within the District, the information regarding the language assistance needs of the parents is also transferred.
 - c. Provide a 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, and effective translation programs); the process will also notify appropriate staff of the District's means for providing these services.
 - d. Provide a process for notifying LEP parents, in a language that the parents can understand, of the availability of free language assistance services with respect to school programs and activities and information as to how this assistance may be obtained. The notice will, at a minimum, be published on the District's website, in the student and parent handbooks, and in any District-wide or school-based newsletters. The notification will also provide parents with a contact person who can answer any questions regarding parental communication and assist parents to access interpreter services or translated documents.
 - e. Provide a process by which the District ensures that all of its interpreters and translators, who are utilized by the District to provide said services, are competent to provide interpretation and translation services and have been appropriately trained on the role of an interpreter and translator, the ethics of interpreting and translating, and the need to maintain confidentiality. The District will maintain documentation to support that the interpreters and translators have the skills and proficiency to interpret and translate in English and a particular non-English language.

Training

5. By October 31, 2014, the District will train (train and/or training in this paragraph is characterized as both formal and/or informal based methods utilized by the District to provide information. This includes but is not limited to in person, memorandum, and/or web-based methods) appropriate District staff on its procedures for identifying language-minority parents, and on the District policies, regulations, 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; the impact of ethnic and cultural differences on effective communication; and applicable record-keeping procedures and reporting obligations.

Data Collection and Tracking

6. By November 1, 2014, the District will create and maintain a log or database of interpreter services requested, 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, the date of the request and event involved, if applicable, and the name of the interpreter. If no interpreter is provided, the record will indicate the reason and document any 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.

Evaluation of District Policies and Procedures

7. By November 1, 2015, and at least twice yearly for a period not to exceed two calendar years ending no later than November 1, 2017, the District will assess its implementation of the policies and procedures required in, Action Step #4 above, for the purpose of determining their effectiveness. At a minimum, this evaluation will consider: whether the provisions of this Agreement are being carried out; whether the current implementation of its plan and 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. 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:

1. By October 15, 2014, the District will submit documents to OCR demonstrating its fulfillment of Action Step #1 above.
2. By November 30, 2014, the District will submit documents to OCR demonstrating its fulfillment of Action Steps #2 and #3, including:
 - a. documentation that the District met the procedural requirements of the regulations implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making the determination regarding compensatory education, including meeting minutes, the name/titles of meeting participants, an explanation for decisions made (including the amount of compensatory education, if any), the information considered by the team, and notice to the parent of procedural safeguards.
3. By June 30, 2015, the District will provide to OCR for its review and approval a copy of its policies and procedures to ensure meaningful communication with LEP parents, in accordance with Action Step #4.a.-e. above.
4. After June 30, 2015, and within thirty days of OCR's review and approval the District will provide to OCR documentation of its adoption of the aforementioned policies and procedures, along with a written description of its methods to notify all parents of these procedures.
5. The District will provide OCR with written reports containing the findings of its evaluations required as follows:
 - a. By November 30, 2016, first evaluation required in accordance with Action Step #7, above.
 - b. By November 30, 2017, the District will submit a written report containing the findings of its second evaluation required in accordance with Action Step #7, above.
6. The District will continue to submit written reports annually, in accordance with Action Step #7, above, until monitoring is concluded as stated in Action Step #7. At that time, OCR will inform the District whether continued self-monitoring is required, without reporting to OCR.
7. By November 30, 2014, the District will provide to OCR a written description of the training, as defined in Action step #5, it provided to appropriate staff concerning procedures for identifying LEP parents/guardians, and on the District policies, regulations, and procedures for serving LEP parents, in accordance with Action Step #5, 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.
8. By June 30, 2015, the District will provide to OCR a copy of its log of interpreter services requested during the 2014–2015 school year, in accordance with Action Step #6, above.

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 is in compliance with the Section 504 implementing regulation at 34 C.F.R. § 104.35 and is in compliance with the Title VI implementing regulation at 34 C.F.R. §100.3, which were at issue in this complaint.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with Section 504 implementing regulation at 34 C.F.R. § 104.35 and is in compliance with the Title VI implementing regulation at 34 C.F.R. §100.3, which were at issue in this complaint.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

This Resolution Agreement will become effective immediately upon the signature of the Superintendent or his/her designee below.

_____/s/_____
Name and Title (District Superintendent or designee)

____9/17/14_____
Date