

**VOLUNTARY RESOLUTION AGREEMENT**  
**Franklin Towne Charter School**  
**Complaint Number 03-17-1298**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Franklin Towne Charter School (the School) enter into this Agreement to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the School. The School assures OCR that it will take the following actions to comply with the requirements of:

- Title VI of the Civil Rights Act of 1964 (Title VI), and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance from the Department.
- Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibits discrimination on the basis of disability by recipients of Federal financial assistance.
- Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35, which prohibits discrimination on the basis of disability by public entities.

Prior to the completion of OCR's investigation, the School agreed to resolve XXXXXXXXXXXXXXXX this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the School agrees to take the following actions.

**Action Steps – Allegations 1 and 2: Equivalent Resources**

1. The School will complete a comprehensive assessment of all resources provided to students in the ESL Program as well as those provided other students during the 2019-2020 school year to determine whether the School is providing equivalent resources. The assessment will consider:
  - Classroom size, including the amount of space provided per student in the ESL program and those in the regular setting.
  - Classroom resources (i.e., whiteboards, desks, computers/pads, etc.).
  - Textbook/instructional material provided (e.g., number available per student, quality, age, etc.).
  - The amount of instructional time per day, including whether the instructional time is interrupted by assemblies, fire drills and mandatory statewide testing.
2. For items provided to students in the ESL program that are not equivalent to items provided to non-ESL students, the School will develop a plan to provide equivalent resources or provide OCR with a detailed, educationally sound explanation for why they are not equivalent.

**Reporting Requirements**

3. By January 6, 2019, the School will provide OCR for review and approval:
  - a) A copy of the resource assessment, including any supporting documentation.

- b) If appropriate, a copy of the plan to provide equivalent resources to ESL and non-ESL students. Upon OCR's approval of the plan, the School will implement the plan and provide OCR with evidence of its implementation.

**Action Steps – Allegation 3: Communication**

- 4. Within 3 months of signing this Agreement, the School shall develop and implement policies and procedures to ensure that LEP parents are notified, in a language understood by the parents, of school activities and other information and matters that are called to the attention of other parents. Specifically, the School will develop policies and procedures to ensure that:
  - a) The policies and procedures will specify how the School will provide language assistance services, including interpreters and written translations, to LEP parents, including parents from less predominant language groups.
  - b) The School has 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 notified of these LEP parents.
  - c) The School has a clear and specific process by which School 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 applicable recording keeping procedures and reporting requirements; the School's means for providing these services must be well-publicized and accessible to staff.
  - d) The School has a process for notifying LEP parents, in a language that the parents can understand, of the availability of free language assistance services (as described in c. above) 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 School's website, in all student and parent handbooks, and in any School-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 in accessing interpreter services or translated documents.
  - e) The School has a process by which it ensures that all of its interpreters and translators 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 School 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.
  - f) When the School generates and sends commonly used documents to parents of students enrolled in the School, the School will send the documents to identified LEP parents in a language they can understand. Where translation is impractical due to the low incidence of the language, the School will advise parents of whom to contact in the School if they need

assistance in understanding notices and will provide oral interpretation as necessary for the parents.

5. The School will provide training to School administrators and other staff members involved in the provision of interpreter and translation services on the revised policies and procedures.
6. The School will provide notice to LEP parents of the changes to the policies and procedures.

#### **Reporting Requirements**

7. By November 1, 2019, the School will submit to OCR a copy of the policies and procedures concerning parental communication, pursuant to #4, for review and approval. Within 30 days of OCR's approval, the School will publish the policies and procedures.
8. By January 6, 2020, the School will submit to OCR documentation of the training provided pursuant to #5, including a brief description of the training, the name and qualifications of the individual responsible for providing the training, and the names and titles of those in attendance.
9. By March 2, 2020, the School will submit to OCR a copy of the notice provided to LEP parents pursuant to #6. The School will also provide a narrative explaining the manner in which the notice was disseminated.
10. By July 1, 2020, the School will submit to OCR documentation of its implementation of the policies and procedures required by #4, during the previous school year. Documentation shall include copies of notices sent to LEP parents of the availability of free language services, a list of individuals who requested such services, what services were provided, and the name and qualification of the staff member(s) who provided the interpretation or translation service.

#### **Action Steps – Allegation 4: Accommodations**

11. The School will ensure that ESL students with disabilities who require accommodations for testing are provided these accommodations on the ACCESS test. The School will inform all appropriate staff and teachers that ESL students who require accommodations for testing due to disabilities are provided these accommodations on the ACCESS test.
12. The School will verify that all students received their required accommodations on the 2019-2020 ACCESS test.

#### **Reporting Requirement**

13. By November 1, 2019, the School will provide information demonstrating its efforts to inform appropriate teachers and staff of the requirement to provide testing accommodations to ESL students with disabilities on the ACCESS test. The report should include all supporting documentation, such as emails, memos, training material, etc.
14. By July 1, 2020, the School will provide OCR with documentation verifying that all students with disabilities received their required accommodations on the 2019-2020 ACCESS test.

The School 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 School understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms and obligations of this Agreement. Upon the School's satisfaction of the commitments made under this Agreement, OCR will close the case.

The School 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 School 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 School's representative below.

/s/  
Head of School or Designee

9-30-19  
Date