

Resolution Agreement
Imagine Elementary at Coolidge
OCR Complaint Number 08-16-1311

Imagine Elementary at Coolidge (the School) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR). By this Agreement, the School commits to the following actions, consistent with the requirements of Title VI of the Civil Rights Act of 1964 and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin in programs and activities that receive Federal financial assistance from the Department. The School is committed to complying fully with Title VI, and, accordingly, it has voluntarily agreed to take the steps outlined in this Agreement. This Agreement does not constitute an admission by the School that it discriminated or otherwise engaged in any wrongdoing. The School hereby voluntarily commits to the following:

I. Limited English Proficient Parent Communication

- A. The School will develop and fully implement a Plan for Oral and Written Language Assistance to provide oral and written language assistance services to limited English Proficient (LEP) parents of students at the School which ensures that they have meaningful access to important information about their children's education program. The Plan will include the following:
- i. A process for formally identifying LEP parents who may need oral language assistance services;
 - ii. A list of staff members at each school that are currently qualified to provide oral interpretation, the languages they speak, and their days/hours of availability;
 - iii. A description of how site staff members will ensure effective oral communication with LEP parents for parent-staff contacts such as disciplinary meetings, walk-in visits, telephone calls to and from parents, back-to-school nights, meetings with administrators, and parent/teacher conferences;
 - iv. A description of how School site staff will ensure effective oral communication with LEP parents who speak low-incidence languages;
 - v. Procedures for ensuring that:
 1. All school site employees who provide oral interpretation services to parents at the School are qualified to do so and have demonstrated their ability to engage in oral communication correctly and effectively in both English and the target language, and have been trained as required in Item I(B) of this Agreement; and
 2. All school site employees who provide oral interpretation for parents of students at both special education and disciplinary meetings or hearings are familiar with and understand special education and disciplinary terms and concepts, and are able to communicate accurately and effectively in English and the target language about those terms and concepts;
 - vi. A description of how the School will regularly notify LEP parents of the availability of oral language assistance services and the procedure parents should follow to request these services;
 - vii. A process for regularly informing staff about the right of LEP parents to oral language assistance services and the process staff should follow to obtain these services;
 - viii. A process for periodic review by the School to ensure that its oral language assistance services are effective in providing meaningful access to important information to LEP parents and are consistent with the terms of this plan;

- ix. How the School will identify LEP parents and guardians who require written translation to understand communications from the School;
- x. The procedures for translating written documents, such as discipline, special education and Section 504 programs, academic programming including honors, Advanced Placement, Gifted and Talented Education and other accelerated academic programs, grades, academic progress, attendance, graduation, and other important information that will be regularly translated, and the language(s) for which translation will be provided;
- xi. The procedures that administrators and staff will use to obtain translation of School-wide and classroom-related documents;
- xii. The procedures for providing meaningful access to written School-wide and classroom-related information for written documents that are not routinely translated and low-incidence languages that are less widely spoken in the District;
- xiii. The procedures for ensuring that the individuals who provide translation for the School are competent, appropriately trained, and have demonstrated their ability to communicate effectively in English and the target language; and
- xiv. A description of how the School will regularly notify LEP parents of the availability of written translation services and the procedure parents should follow to request these services.

Reporting Requirements:

- i. By XXXX, the School will submit a draft Plan for Oral and Written Language Assistance for the School described in Section I(A) to OCR for review and approval.
 - ii. Within 60 calendar days of receiving OCR's approval, the School will finalize and implement the Plan for Oral and Written Language Assistance and submit documentation to OCR demonstrating this implementation.
- B. By XXXX, the School will develop plans for initial and ongoing training of all School staff that provide oral interpretation and/or written translation for parents at the School. This training will include instruction in the following areas:
- i. The Plan for Oral and Written Language Assistance described in Item I(A);
 - ii. The role of an interpreter in communications with LEP parents and the protocol and ethics of interpretation, including the need to maintain confidentiality;
 - iii. The specialized terms or concepts that may be used in the activities in which the employee will be providing interpretation or translation, specifically including terms used in the special education or student discipline processes;
 - iv. That generally, it is not appropriate to use family members and friends, including students or other children, for the provision of interpretation except in emergency situations, that the use of such individuals may raise issues of confidentiality or other concerns, and that even though LEP parents/guardians may voluntarily bring their own interpreter, the School may still need to provide an interpreter to ensure accurate interpretation of important information; and
 - v. That generally, the School will accept a parent's assertion that he or she needs language assistance without requiring additional corroboration.

Reporting Requirements:

- i. By XXXX, the School will submit to OCR its plan for staff training as described in Item I(A) and I(B) for OCR's review and approval. This plan should include copies of training materials and the names and qualifications of the selected trainer(s).

- ii. By XXXX, the School will provide OCR with documentation that demonstrates that the training has been completed. This documentation will include, but is not limited to, the date(s) of the training and a list of staff participants.
- C. By XXXX, the School will make arrangements to hire or contract with an independent, approved interpretation and translation service that it will utilize for all interpretation and translation needs until the School implements its Plan for Oral and Written Language Assistance.

Reporting Requirements:

- i. By XXXX, the School will submit to OCR documentation that demonstrates that the School has hired or otherwise contracted with an independent, approved interpretation and translation service.
- ii. By XXXX, and the 28th of every third month thereafter until XXXX, the School will submit to OCR a copy of records indicating the usage of this service each month. These records should demonstrate the number of times the service has been used, the duration of interpretation services provided, and the number of documents that have been translated.

The School understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title VI, at 34 C.F.R. § 100 which were at issue in this case.

The School understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements contained herein. 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 of this Agreement and is in compliance with the regulations implementing Title VI, at 34 C.F.R. § 100, which were at issue in this case.

The School further 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 a minimum of 60 calendar days to cure the alleged breach.

/s/

XXXX, Principal
Imagine Elementary at Coolidge

Date