

**Resolution Agreement  
Adams 12 School District  
OCR Case Number 08-17-1190**

The Adams 12 School District (District) enters 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 District. The District assures OCR that it will take the following actions to comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. (Title VI) and its implementing regulations at 34 C.F.R. § 100, which provides that recipients of Federal financial assistance may not, directly or through contractual or other arrangements, on the ground of race, color, or national origin, exclude persons from participation in its programs, deny them any service or the benefits of its programs, or subject them to separate treatment. As a recipient of Federal financial assistance from the Department, the District is subject to this law and its regulations.

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

**Staff Training**

- I. Within ninety (90) calendar days of signing the Agreement the District will submit to OCR for review and approval:
  - a. Draft materials to train XX (School) staff and administrators on:
    - i. Providing appropriate interpreter and translation services to national origin minority limited English proficient (LEP) parents during Section 504 and Individualized Education Program (IEP) meetings; and
    - ii. The School's responsibility to adequately notify LEP parents of school-related activities that are called to the attention of other parents, including classroom teachers' communications home to LEP parents and during parent-teacher conferences.
  - b. The name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training to the School's staff and administrators.
- II. Within thirty (30) calendar days of receiving OCR's final approval of the materials and trainer(s), the District will provide the training to all School staff and administrators.
- III. Within thirty (30) calendar days of the training being provided, the District will provide to OCR:
  - a. The date, time, and location of the training;
  - b. Confirmation that the approved trainer(s) delivered the training;
  - c. The agenda and materials from the training;
  - d. The names and titles of all staff who attended the training; and
  - e. The name(s) and title(s) of all staff who were required to attend the training pursuant to Term II, but who did not attend the training, an explanation for each person's absence, and any make-up dates for the training.

**Interpreter and Translation Services**

- IV. Within thirty (30) calendar days of signing the Agreement the District will submit to OCR written documentation that relevant staff and administrators at the Student’s current school (XX) are aware that the Complainant requires interpreter and translation services.
  
- V. By December 20, 2017 the District will provide evidence demonstrating that any Section 504 or IEP meetings regarding the Student that have taken place at XX from the start of the 2017-2018 school year through December 22, 2017, included the provision of appropriate interpreter and translation services. The District will make a subsequent submission of evidence by May 23, 2018 demonstrating that any Section 504 or IEP meetings regarding the Student that have taken place at XX between December 21, 2017 and May 23, 2018, included the provision of appropriate interpreter and translation services.

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 VI and its implementing regulations at 34 C.F.R. § 100.3(a) and (b) Upon completion of the obligations under this Agreement, OCR shall close 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.

**For the District:**

/s/

9/29/2017

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Christopher Gdowski, Superintendent

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Date