

Resolution Agreement

Los Lunas School District OCR Case Number 08-20-1430

Los Lunas School District (the District) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR). By this Agreement, the District 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 national origin in programs and activities that receive Federal financial assistance from the Department. The District is committed to complying fully with Title VI and, accordingly, it has agreed to take the steps outlined in this Agreement. The District hereby commits to the following:

I. LIMITED ENGLISH PROFICIENT PARENT COMMUNICATION

- A. The District will develop and fully implement a Plan for Oral and Written Language Assistance (Plan) to provide language assistance services to national origin minority limited English Proficient (LEP) parents/guardians of students at the District to ensure that they have meaningful access to school-related information that English-speaking parents receive, in a language that they understand. The Plan will include the following:

Oral Language Assistance Services (Interpreter Services)

- i. Assurance that the District will continue to use the Primary Home Language Other Than English (PHLOTE) survey to identify LEP parents/guardians who may need oral language assistance services;
- ii. Assurance that the District will use the information it gathers through its review of PHLOTE surveys to inform all staff who serve students of the preferred language of communication for each student's parents/guardians;¹
- iii. A list of staff members at each school who are qualified² to provide oral interpretation, the basis for their qualification(s), the languages they speak, and the days/hours of their availability to provide interpreter services;
- iv. A description of how site staff members will ensure effective oral communication with LEP parents/guardians regarding school-related information;

¹ Each staff person must be informed of the preferred language of communication for the parents/guardians of the students the individual staff person serves.

² See A(vi)(1). Also, recipients must ensure that: (1) interpreters “[h]ave knowledge in both languages of any specialized terms or concepts peculiar to the entity’s program or activity and of any particularized vocabulary and phraseology used by the LEP person;” and (2) “[t]ranslators should understand the expected reading level of the audience and, where appropriate, have fundamental knowledge about the target language group’s vocabulary and phraseology.” 67 Fed. Reg. at 41464. Recipients also should ensure that its interpreters are trained on the role of an interpreter and translator, the ethics of interpreting and translating, and the need to maintain confidentiality.

- v. A description of how school site and District staff will ensure effective oral communication with LEP parents/guardians who speak low-incidence languages;
- vi. Procedures for ensuring that:
 - 1. All District employees, including school site staff, who provide oral interpretation services to LEP parents/guardians at the District 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 District employees, including school site staff, who provide oral interpretation for parents/guardians of students at disciplinary meetings or hearings are familiar with and understand disciplinary terms and concepts, and are able to communicate accurately and effectively in English and the target language about those terms and concepts;³
- vii. A description of how the District will annually notify LEP parents/guardians of the availability of oral language assistance services and the procedure parents/guardians should follow to request these services;
- viii. A process for annually informing staff about the right of LEP parents/guardians to oral language assistance services and the process staff should follow to obtain these services;
- ix. A process for creating a system of recordkeeping whereby the District records requests for language assistance, including the type of assistance requested and the language in which the requester communicates, and how the District responds to the requests, including the dates of the request and fulfillment of the request, whether language assistance was provided, and who provided the interpreter services;
- x. A process for annual review by the District to ensure that its oral language assistance services are effective in providing meaningful access to school-related information to LEP parents/guardians and are consistent with the terms of this plan.

Written Language Assistance Services (Translation)

- xi. A description of how the District will identify LEP parents/guardians who require written translation to understand written communication from the District;
- xii. The procedures for translating vital written documents;⁴

³ The allegation in this case directly involves school discipline, which is why school discipline is specifically addressed by this Term. However, interpreters and translators must have knowledge of specialized terms or concepts that may be used in the activities in which the individual will be providing language assistance, whether the topic is discipline, special education, extracurricular activities, college applications, or any other program or benefit offered by the District.

⁴ To determine which written documents are vital, the District will consider the importance of the program, information, encounter, or service involved, and the consequence to the LEP parent if the information in question is not provided accurately or in a timely manner. Typical vital documents include: disciplinary notices, procedures,

- xiii. The procedures that administrators and staff will use to obtain translation of vital documents identified in Agreement Item II(A)(x);
- xiv. The procedures for providing meaningful access to vital documents as identified in Agreement Item II(A)(x) that are not routinely translated and for low-incidence languages that are less prominent in the District;
- xv. The procedures for ensuring that the individuals who provide translation for the District are competent, appropriately trained, and have demonstrated their ability to communicate effectively in English and the target language; and
- xvi. A description of how the District will regularly notify LEP parents/guardians of the availability of written translation services and the procedure parents/guardians should follow to request these services.

Reporting Requirements:

1. By April 2, 2021, the District will submit a draft Plan, as described in Section I(A), to OCR for review and approval. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that the Plan is approved.
2. Within 30 calendar days of receiving OCR's approval of the Plan, the District will finalize and implement the Plan and submit documentation to OCR demonstrating this implementation. To demonstrate implementation, the District agrees to publish notice of the existence of its Plan and widely disseminate the Plan. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that no further reporting is required for Reporting Requirement I(A)(2).
3. Within 30 calendar days of receiving OCR's approval of the Plan, the District will submit to OCR its plan for training all District staff who may interact with LEP parents/guardians regarding the contents of the Plan. This plan should include copies of training materials and the names and qualifications of the trainer(s) the District proposes to use to fulfill Agreement Term I(A). The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that its training materials and proposed trainer(s) are approved.
4. Within 30 calendar days of OCR's approval of the training material(s) and trainer(s), the District will provide OCR with documentation that demonstrates that the training has been completed. This documentation must include, minimally, the date(s) of the training, a list of all District staff who

and hearing related information; notice of procedural safeguards in the context of providing children with disabilities a FAPE under Section 504 and the Individuals with Disabilities Education Act (IDEA); documentation related to eligibility and placement decisions under Section 504 and IDEA; registration and enrollment forms, emergency notification forms, and other forms most commonly used by the District to communicate with parents/guardians; report cards and student progress reports; notices of parent-teacher conferences or meetings; parent handbooks and fact sheets; and other documents necessary to allow meaningful participation in the student's education.

may interact with parents/guardians, and a list of training participants. If any District staff who are required to complete the training are absent, please identify the staff member and a plan to ensure that the individual(s) are trained. The District will promptly and fully address OCR's concerns, if any, until the District receives notification from OCR that no further reporting is required for Term I(A)(4).

- B. The District will develop plans for initial and ongoing training that will first occur during fall 2021-2022 professional development for all staff that provide oral interpretation and/or written translation for parents/guardians at the District. This training will include instruction in the following areas:
- i. The Plan for Oral and Written Language Assistance required by Item I(A);
 - ii. The role of an interpreter 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 student discipline process;
 - iv. That the District must provide translation or interpretation from appropriate and competent individuals and may not rely on or ask students, siblings, friends, or untrained school staff to translate or interpret for parents, especially when conveying information about vital school matters, such as related to discipline; and
 - v. That in addition to using a PHLOTE survey, the District may also use other processes reasonably calculated to identify LEP parents, and should identify the language needs of LEP parents whenever those needs become apparent. It is important for the District to take parents at their word about their communication needs if they request language assistance and to keep in mind that parents can need interpreter and translation services even if their child is proficient in English.

Reporting Requirements:

1. By May 14, 2021, the District will submit to OCR its plans for staff training as described in Item I(B). This plan will include a copy of draft training materials and the names and qualifications of the trainer(s) the District proposes to use to fulfill Agreement Term I(B). The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that its training materials and proposed trainer(s) are approved.
2. By August 13, 2021 or within 30 days of OCR's approval of the staff training plan and trainer(s), whichever is later, the District 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, a list of all District staff who provide oral interpretation and/or written translation for parents/guardians at the District, and a list of training participants. If any District staff who provide language assistance are absent,

please identify the staff member(s) and a plan to ensure that the individual(s) are trained. The District will promptly and fully address OCR's concerns, if any, until the District receives notification from OCR that no further reporting is required for Term I(B).

- C. The District will make arrangements to hire or contract with an independent, approved interpretation and translation service (Contractor) that it will use for interpretation and translation needs until OCR notifies the District that it has satisfied Terms I(A) and I(B) and no further reporting is required for either Term.

Reporting Requirements:

1. By March 1, 2021, the District will submit to OCR documentation that demonstrates that the District has hired or otherwise contracted with an independent, approved interpretation and translation service. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that the Contractor is approved.
2. By March 30, 2021, and the 30th of every third month thereafter until the District fully implements its Plan,⁵ the District will submit to OCR a record of the number of times the service was used each month and the languages that were accessed. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that no further reporting is required because the District has fully satisfied Terms I(A) and I(B).

II. INDIVIDUAL RELIEF

- A. The District will expunge the Student's discipline record(s) of any incident that occurred on or after XXX.⁶

Reporting Requirements:

1. By March 1, 2021, the District will submit to OCR documentation that demonstrates that it has expunged the Student's discipline record(s) of any incident that occurred on or after XXX. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that Term II(A) has been satisfied.
- B. The District will either work with the Contractor to provide the Student and Parent with due process that is consistent with Title VI and the District's discipline-related policies and procedures or reenroll the Student on procedural due process grounds.

If the District chooses to provide the Student and Parent with due process that is

⁵ OCR anticipates that the District will fully implement its Plan within six months of OCR's approval of the Plan.

⁶ The District alleged that the Student engaged in an act of vandalism on approximately XXX. If the District determines that this incident occurred on a different date, that date will replace "XXX" throughout this Agreement.

consistent with the requirements of Title VI and the District's discipline-related policies and procedures rather than reenrolling the Student immediately, the District will work with the Contractor to redo each step of the disciplinary process it pursued with the Student after the XXX incident, from the first notice of the incident to the Student's Parent (Parent) to the disciplinary hearing and the decision rendered after the hearing, ensuring that interpreter and translation services were provided to the Parent.

Specifically, the District will work with the Contractor to ensure that all relevant documents⁷ are timely translated into Spanish, and an interpreter provides language assistance at any time that the District communicates with the Parent about the Student's behavior, discipline, enrollment, or participation in any District-related activity.

The District agrees that after it provides appropriate and effective communication services to the Parent, it will make a new decision regarding whether the Student violated relevant District policies and, if so, a new decision regarding any potential consequences. If a hearing is held and the Hearing Officer determines that the Student did not violate relevant District policies **or** is not subject to long-term disciplinary exclusion, the District will calculate and provide compensatory services or other remedial measures for the duration of time that the Student was denied access to the District. If a hearing is held and the Hearing Officer determines that the Student did violate relevant District policies and is subject to long-term disciplinary exclusion, the Parent and Student will be notified of this decision and its impact on the Student's discipline record, as well as their rights to appeal the decision, if any, in writing and in a language the parent understands.

If the District prefers not to provide the Student and Parent with due process that is consistent with Title VI and District Policy 7.5 and redo each step of the disciplinary process it pursued with the Student after the XXX incident, it may instead expunge the Student's discipline record consistent with Agreement Term II(A), provide compensatory services or other remedial measures for the duration of time that the Student was denied access to the District, and allow the Student to return to the District.

Reporting Requirements:

1. By March 1, 2021, the District will notify OCR whether it intends to provide the Student and Parent with due process that is consistent with Title VI and District Policy 7.5 and redo each step of the disciplinary process it pursued with the Student after the XXX incident or instead reinstate the Student on

⁷ The District will work with the Contractor to translate all documents related to the Student's XXX disciplinary incident for the Complainant, including, but not limited to: notice(s) of any allegation(s); notice(s) of any disciplinary proceedings; copies of evidentiary documents that are available to English-speaking parents/guardians; and all policies and procedures related to the disciplinary proceedings, including the proceeding itself and notice of student and parental rights.

procedural due process grounds, allowing XXX to return to the District. When the District notifies OCR of its decision, it will also provide OCR with a draft letter that it will send to the Student and Parent, via email and certified mail with return/read receipt, notifying them of its decision, explaining that the Student's discipline record has been expunged, and providing instructions or relevant information about next steps.⁸ Once the letter is approved by OCR, the District will translate it into Spanish and issue the English and Spanish versions to the Student and Parent. The District will give the Student and Parent at least 14 calendar days to respond to its letter, if a response is necessary. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR approves the letter for distribution.

2. Within 21 calendar days of OCR's approval of the letter, the District will provide OCR with documentation, including a copy of the email and certified letter, and the Parent's response, if any, demonstrating that the District has timely completed the requirements of Reporting Requirement II(B)(1). The District will promptly and fully address OCR's concerns, if any, until the District receives notification from OCR that it has satisfied Reporting Requirement II(B)(2).
3. If the District chooses to provide the Student and Parent with due process that is consistent with Title VI and District Policy 7.5 and redo each step of the disciplinary process it pursued with the Student after the XXX incident, within 14 calendar days of OCR informing the District that it has satisfied Reporting Requirement II(B)(2) and every 14 calendar days thereafter, through the date that the District makes a final decision, the District will provide OCR with an update on the status of the disciplinary process, including documentation that demonstrates that the District is working with the Contractor to ensure that all relevant documents are timely translated into Spanish and an interpreter provides language assistance at any time that the District communicates with the Parent. The District will promptly and fully address OCR's concerns, if any, until the District receives notification from OCR that it has satisfied Reporting Requirement II(B)(3).
4. If the District chooses to expunge the Student's record and reinstate XXX on procedural due process grounds, within 60 calendar days of OCR notifying the District that it has satisfied Reporting Requirement II(B)(2), the District will provide OCR with documentation to OCR that it has provided, or is in the process of providing, the compensatory services or other remedial measures that OCR approved pursuant to Reporting Requirement II(B)(1). For compensatory services or other remedial measures that will occur over time, the District must submit documentation regarding the specific timelines for implementation, the person(s) responsible for providing services, the person(s)

⁸ If the District chooses to expunge the Student's record and reinstate XXX on procedural due process grounds, this letter will include a description of the compensatory services or other remedial measures the District agrees to provide to the Student to account for the time the Student was suspended and expelled.

responsible for overseeing full and timely implementation, and supporting documentation establishing that the compensatory services or other remedial measures are being provided as specified.

If the compensatory services or other remedial measures have not been provided in full within 90 calendar days from the date of OCR's acceptance of the District's proposal, the District will provide an additional letter to OCR to confirm that all compensatory services or other remedial measures have been provided in full within 14 calendar days of their full implementation. The District will promptly and fully address OCR's concerns, if any, until the District receives notification from OCR that the District has fulfilled Reporting Requirement II(B)(2) and no further reporting is required.

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 contained herein. 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 regulations implementing Title VI, at 34 C.F.R. § 100, which were at issue in this case. 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 the regulations implementing Title VI.

The District 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 District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

/s/

March 24, 2021

Mr. Arsenio Romero, Superintendent
for Los Lunas School District

Date