

RESOLUTION AGREEMENT
Leadership Learning Academy
Case Number 08-22-1212

In order to resolve the open allegations in Case Number 08-22-1212, filed against Leadership Learning Academy (Academy) and opened for investigation by the Office for Civil Rights (OCR) of the U.S. Department of Education (Department), the Academy agrees to implement this Resolution Agreement (Agreement).

The Academy 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 (Title VI), and its implementing regulation at 34 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35.

During the investigation, before OCR made findings, the Academy indicated its willingness to voluntarily resolve the complaint pursuant to Section 302 of OCR's *Case Processing Manual*. The Academy's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

Term 1: Provide Training Regarding English Learner (EL) Students and Special Education Services

The Academy will create for OCR review and approval a plan for training for administrators and staff regarding EL students and special education services. This training will include the following:

- A. The Academy must ensure that all EL students who may have a disability, like all other students who may have a disability and need special education services, are located, identified, and evaluated for special education services in a timely manner.
- B. EL students with disabilities who are in need of both English language instruction services and special education services must be provided with the services to which they are entitled, regardless of the student's number of years of English language instruction. Delaying special education referrals and evaluations of EL students for a specified period of time based on EL status is impermissible.
- C. When conducting evaluations for special education services, the Academy must consider the English language proficiency of EL students in determining the appropriate assessments and other evaluation materials to be used. EL students must be evaluated in an appropriate language based on the student's needs and language skills to avoid inappropriately identifying EL students as students with disabilities because of their limited English proficiency.
- D. The team creating an EL student's individualized plan for providing special education services must include a participant knowledgeable about the student's language needs to ensure that the plan also addresses the student's language-related needs.

REPORTING REQUIREMENTS:

1. Within sixty (60) calendar days of signing this Agreement, the Academy will submit to OCR its proposed training plan. The proposed plan will include a copy of draft training materials and the names and qualifications of the trainer(s) the Academy proposes to use to fulfill Agreement Terms 1.A-D. The Academy agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the Academy that its training materials and proposed trainer(s) are approved.
2. Within thirty (30) calendar days of OCR's approval of the training plan and trainer(s), the Academy 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, the trainer(s), and a list of training participants. The Academy will promptly and fully address OCR's concerns, if any, until the Academy receives notification from OCR that no further reporting is required for Terms 1.A-D.

Term 2: Determine Whether Any EL Students Should Be Referred for Special Education Services Evaluations

Within forty-five (45) calendar days of this Agreement being signed, the Academy will convene a team to review the needs of the Academy's EL students to determine whether any EL students should be referred for special education services evaluations.

REPORTING REQUIREMENTS:

1. Within sixty (60) calendar days of signing this Agreement, the Academy will submit to OCR the results of its review and documentation demonstrating that the Academy convened a team to review the needs of the Academy's EL students to determine whether any EL students should be referred for special education services evaluations.
2. If the Academy's review determines that EL students from the 2021-22 School Year who were entitled to special education services were not timely referred and evaluated, then the Academy will submit a proposed remedial measures plan to OCR for OCR's review and approval and will offer the remedial measures to each identified student's parents/guardians within thirty (30) days of OCR's approval of the remedial measures. The Academy agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the Academy that Term 2 is satisfied.

Term 3: Provide Training Regarding Limited English Proficient (LEP) Parent/Guardian Communication

The Academy will create for OCR review and approval a plan for initial and ongoing training for Academy staff who provide oral interpretation and/or written translation for parents/guardians at the Academy. The plan will include:

A. A process for notifying relevant Academy staff, on an annual basis, that the Academy 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 essential Academy matters, including, but not limited to, information regarding language assistance programs, special education and related services, and disciplinary matters. The notice should specify that it is not sufficient for staff merely to be bilingual.

The training will include instruction in the following areas:

B. The role of an interpreter and the protocol and ethics of interpretation, including the need to maintain confidentiality.

C. The specialized terms or concepts in both languages that may be used in the communications in which the employee will be providing interpretation or translation.

REPORTING REQUIREMENTS:

1. Within sixty (60) calendar days of signing this Agreement, the Academy will submit to OCR its plans for training. This plan will include a copy of draft training materials and the names and qualifications of the trainer(s) the Academy proposes to use to fulfill Agreement Terms 3.A-C. The Academy agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the Academy that its training materials and proposed trainer(s) are approved.

2. Within thirty (30) calendar days of OCR's approval of the staff training plan and trainer(s), the Academy 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 Academy staff who provide oral interpretation and/or written translation for parents/guardians at the Academy, and a list of training participants. If any Academy 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 Academy will promptly and fully address OCR's concerns, if any, until the Academy receives notification from OCR that no further reporting is required for Terms 3.A-C.

The Academy understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the Academy understands that during the monitoring of this Agreement, OCR may visit the Academy, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the Academy has fulfilled the terms of this Agreement.

The Academy understands and acknowledges that OCR will not close the monitoring of this Agreement until such time as OCR determines that the Academy is in compliance with the terms of the Agreement and the statutes and regulations at issue in the case, Title VI, 42 U.S.C. § 2000d, and its implementing regulation at 34 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35.

The Academy 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 (pursuant to 34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this Agreement, OCR will give the Academy 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 Academy's representative below.

For Leadership Learning Academy:

_____/s/_____
Heidi Bauerle
Lead Director, Leadership Learning Academy

_____/8/1/2022_____
Date