

RESOLUTION AGREEMENT
Douglas County School District R-1
OCR Case No. 08-23-1217

The United States Department of Education (Department), Office for Civil Rights (OCR) and the Douglas County School District R-1 (District) enters into this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced case. The decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such. 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 (Title VI), as amended, 42 U.S.C. § 2000d, and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination on the basis of race, color, or national origin by recipients of federal financial assistance from the Department.

I. Complainant – Individual Remedy.

A. Notice. The District will provide notice (Notice) to the Complainant which provides:

1. how the Complainant may request language assistance services (oral interpretation and/or written translation);
2. how the Complainant may update the Student's records to accurately reflect the Complainant's language assistance needs/preferences;
3. how the District will notify the Complainant of information about programs, services, or activities that is called to the attention of non-Limited English Proficient parents; and,
4. who the Complainant should contact (*i.e.*, the District's point of contact) in the future when requesting language assistance services.

The Notice will be provided to the Complainant in writing, in English and [redacted content], within fifteen (15) days of signing the Agreement.

Within thirty (30) days of signing the Agreement, the District will also notify relevant staff and administrators at the District school the Student enrolls in for the 2023-24 school year of the Complainant's communication needs.

Reporting Requirement I.1. Within thirty (30) calendar days of signing the Agreement, the District will provide OCR with documentation demonstrating that the Notice, as described in Term I, was issued to the Complainant in writing. The District will also provide documentation demonstrating that a) the Complainant's language assistance preferences have been updated in the District's records, including but not limited to, screenshots of the Student's Express Check-In and Infinite Campus profiles, and b) the relevant staff and administrators at the District school the Student enrolls in for the 2023-24 school year have been notified of the Complainant's communication needs. The District will promptly and fully address feedback, if any, from OCR until OCR notifies

the District that no further reporting is required for Reporting Requirement I.1. or for Term I.

II. School – Oral and Written Language Assistance.

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

1. A description of how the School will identify LEP parents/guardians who require language assistance services (oral interpretation and/or written translation) to understand communication regarding school-related information;
2. A description of how the School will provide effective language assistant services (oral interpretation and written translation) to LEP parents/guardians to ensure meaningful communication regarding school-related information occurs;
3. Procedures for ensuring that:
 - i. School staff are informed annually of the requirement to provide language assistance services (oral interpretation and written translation) to LEP parents/guardians and the process School staff should follow to obtain these services;
 - ii. All School employees 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 by Term III.B. of this Agreement;
 - iii. All School employees who provide written translation for the School are competent, appropriately trained, and have demonstrated their ability to communicate effectively in English and the target language;
 - iv. LEP parents/guardians are notified annually of the availability of language assistance services (oral interpretation and written translation) and the procedure parents/guardians should follow to request these services; and,
 - v. a system of recordkeeping is implemented whereby the School records requests for language assistance, including the type of assistance requested and the language in which the requester communicates, and how the School 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; and,
4. A process for annual review by the School to ensure that its language assistance services (oral and written) are effective in providing meaningful access to school-related information to LEP parents/guardians and are consistent with the terms of this plan.

B. Notice. Within fifteen days (15) calendar days of receiving OCR's approval under Reporting Requirement II.1., the District will ensure the School finalizes and implements the School Plan. The School will widely disseminate the School Plan by:

1. publishing the School Plan on the School's website;
2. distributing the School Plan to School staff and parents/guardians by email; and,
3. any other means necessary, as determined by the School or District.

Reporting Requirement II.1. Within thirty (30) calendar days of signing the Agreement, the School will provide OCR with a draft School Plan. The School will promptly and fully address feedback, if any, from OCR until OCR notifies the District and School that the School Plan is approved and no further reporting is required for Reporting Requirement II.1.

Reporting Requirement II.2. Within thirty (30) calendar days of disseminating the School Plan, as described in Term II.B, the School will provide OCR with documentation demonstrating it has complied with the requirements of Term II.B. The School will promptly and fully address feedback, if any, from OCR until it receives notification from OCR that no further reporting is required for Reporting Requirement II.2. or for Term II.

III. School – Staff Training.

A. The School will develop plans for initial and ongoing yearly training for all School administrators and staff who interact with LEP parents/guardians of School students. The training will include instruction in the following areas:

1. The School Plan, as approved by OCR pursuant to Term II.A.;
2. The School's obligation to provide language assistance services (oral interpretation and written translation) to national origin minority LEP parents/guardians of students in the School to ensure that they have meaningful access to school-related information that non-LEP parents/guardians receive, in a language that they understand;
3. Explanation that the School must provide interpretation or translation from appropriate and competent individuals and may not rely on or ask students, siblings, friends, or untrained school staff to interpret or translate for parents/guardians;
4. Explanation that an employee providing interpretation or translation must be able to demonstrate proficiency in and the ability to communicate accurately in both English and in the other language, including knowledge in both languages of any specialized terms or concepts to be used in the communication at issue; being bilingual is not a substitute for training. Further, an employee providing interpretation or translation must be trained in their role as an interpreter or translator, the ethics of interpreting and translating, and the need to maintain confidentiality; and
5. Explanation that in addition to using the information provided in the Home Language Survey and during Express Check-In, the School may also use other processes reasonably calculated to identify LEP parents/guardians, and should identify the language needs of LEP parents/guardians whenever those needs become apparent. And, it is important for the School 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.

B. School Staff Serving as Interpreters/Translators. If the School elects to utilize School staff to serve as interpreters/translators, the District will ensure the School develops and provides training to any/all School staff members who are eligible, as identified by the School. The training, which may be provided by digital instruction, will include, but need not be limited to, the following:

1. Explanation that an employee providing interpretation or translation must be able to demonstrate proficiency in and the ability to communicate accurately in both English and in the other language, including knowledge in both languages of any specialized terms or concepts to be used in the communication at issue; being bilingual is not a substitute for training; and,
2. Specific information regarding the role of an interpreter or translator, the ethics of interpreting and translating, and the need to maintain confidentiality.

Reporting Requirement III.1. Within fifteen (15) calendar days of receiving OCR's approval of the School Plan required by Term II, the District or School will provide OCR with a copy of draft training materials and the names and qualifications of the proposed trainer(s) the School will utilize to implement Term III. The School will promptly and fully address feedback, if any, from OCR until it receives OCR's approval regarding the training materials and proposed trainer(s) and no further reporting is required for Reporting Requirement III.1.

Reporting Requirement III.2. Within thirty (30) calendar days of receiving OCR's approval under Reporting Requirement III.1., the School will provide OCR with documentation that demonstrates that the training has been completed, including, but not limited to: the date(s) of the training; a list of School staff identified by the School under Term III.B. who will provide interpretation and translation services; a list of individuals, by name and title, who attended the training(s); and, a copy of the final training materials distributed to the participants. If any School administrators or staff who interact with LEP parents/guardians of School students are absent from the training, the School will identify the employee(s) and a plan to ensure that the individual(s) are trained. The School will promptly and fully address feedback, if any, from OCR until it receives notification from OCR that no further reporting is required for Reporting Requirement III.2. or for Term III.

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 School, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the District and School have fulfilled the terms of this Agreement. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The District and School understand that OCR will not close the monitoring of this Agreement until OCR determines that the District and School have demonstrated compliance with all the terms of this Agreement and is in compliance with Title VI, which was at issue in this complaint.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34. C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the 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 DISTRICT:

/s/ _____
Ms. Erin Kane
Superintendent

08/08/2023

Date

FOR SCHOOL:

/s/ _____
Mr. Matt Cartier
Chief Innovation Officer

08/08/2023

Date