

Resolution Agreement
Lindsay Unified School District
Case No. 09-19-1197

In order to resolve the compliance concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR), in the investigation of the above-referenced complaint filed against the Lindsay Unified School District (District) pursuant to Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the District agrees to take the actions in this Resolution Agreement (Agreement).

I. Expulsion Proceedings for the Student

- A. The District agrees that all documents related to the Student's expulsion hearing will be translated into Spanish for the Student's parent. Documents relied on during the hearing will be provided in Spanish prior to the hearing.
- B. The District agrees to provide a qualified Spanish interpreter for the Student's expulsion hearing and any related proceedings. The interpreter will interpret all statements and comments made at the hearing, not only statements made directly to the Student's parent.
- C. The District agrees that, if the Student is expelled from XXXXXXXX XXXX School by the District, he will be provided the opportunity to attend XXXXXXXX Community Day School for the remainder of the 2018-19 school year, or the duration of the expulsion, whichever is longer.

Reporting Requirements:

By April 1, 2019, the District will provide OCR with a copy of all documents provided to the parent related to the Student's expulsion hearing, along with the translated version of each document.

By April 1, 2019, the District will provide documentation regarding the qualifications of the interpreter used for the hearing, and a statement from the interpreter verifying that the hearing was interpreted in full.

By April 1, 2019, if the Student is expelled from XXXXXXXX XXXX School, the District will provide OCR with information regarding where the Student is currently attending school, including documentation that the District provided the Student with the opportunity to attend XXXXXXXX Community Day School.

II. District Policies and Procedures

The District will develop and implement procedures for its staff regarding the provision of oral interpretation and written translation services to limited English proficient (LEP) parents/guardians. Once those procedures are completed, the District will provide training to all district and school staff that have responsibility for implementing the procedures. The training will be completed by December 31, 2019. These procedures will address the

following:

- A. How the District identifies parents who require translation and interpretation, including the language in which translation/interpretation is required; and how it notifies them of the availability of interpretation and translation services.
- B. How the District provides oral interpretation for LEP parents in public meetings and in individual communications, including parent-teacher communications and meetings concerning student progress, discipline, and special education and related services. The procedures will provide guidance on how to identify what public meetings, events, and other contacts between school staff and LEP parents/guardians an interpreter must be provided for.
- C. Procedures to be used by parents/guardians to request interpreters for meetings and contacts with school and District staff.
- D. How the District provides written translation of documents for LEP parents, and the mechanisms through which the District ensures that translated documents are provided promptly, including a timeline for translating documents. The procedures will also provide guidance on how to identify what documents must be translated.
- E. How the District ensures that all persons who provide interpretation and translation services are appropriately qualified, proficient in English and the language of interpretation/translation, and trained on the role of an interpreter/translator, the ethics of interpreting/translating, and the need to maintain confidentiality.

Reporting Requirements:

By June 30, 2019, the District will provide a copy of its written procedures for review and approval by OCR. Within 30 days after OCR approval of the procedures, the District will distribute the procedures to relevant staff.

By February 1, 2020, the District will provide OCR with documentation showing that the training required in this section has been completed. That documentation will include the date of the training, the name(s) of the trainer(s), sign-in sheets with participant names and titles, and a copy of the final materials used in the training.

III. Monitoring

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the District understands that during the monitoring of this Agreement, 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, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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.

_____/s/_____
Director of Student Services
Lindsay Unified School District

03/05/2019
Date