

**RESOLUTION AGREEMENT**  
**Richland County School District 2**  
***OCR Complaint No. 11-18-1109***

Richland County School District 2 (the Division) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-18-1109. This Agreement does not constitute an admission by the Division of a violation of Title VI of the Civil Rights Act of 1964 (Title VI), or any other law enforced by OCR.

1. The Division will develop a written protocol for instances where an interpreter is needed to ensure meaningful access for limited English proficient parents/guardians that establishes the following:
  - a. Conflicts of interest will be avoided where possible by ensuring that an interpreter is not serving in any other role while serving as an interpreter;
  - b. Where a conflict of interest cannot otherwise be avoided through staffing adjustments, the interpreter must obtain a signed written waiver from the parent/guardian/adult student that acknowledges an understanding that the interpreter's neutrality may be compromised by the fact that he/she is serving simultaneously in more than one role, as both a liaison or advocate and interpreter. If the parent/guardian is unwilling to sign the waiver, the meeting must be rescheduled for the soonest possible date thereafter when additional staffing may be provided to avoid the conflict of interest; and
  - c. Interpreters must establish ground rules at the start of every meeting/conversation in which interpreter services are being provided that include the avoidance of side conversations to ensure that all relevant information can be provided in a language the parent/guardian can understand.

**Reporting Requirement:**

By September 10, 2018, the Division will provide OCR with a draft of the written protocol for interpreters and a draft waiver for the purpose described above.

Within 30 days of receiving OCR's feedback on the draft protocol and the waiver, the Division will finalize the written protocol and the waiver and disseminate them to all Division staff who serves families with limited English proficiency in any capacity.

Within 2 weeks of disseminating the finalized written protocol and waiver, the Division will provide OCR with a copy of the finalized protocol and waiver and documentation of their distribution to all relevant staff.

2. Within 5 months of submitting the finalized protocol and waiver to OCR, the Division will provide training to all Division interpreters, as well as all other Division staff who

deliver instructional services to limited English proficiency on the protocol and use of the waiver developed pursuant to provision 1 above. The training will explain use of the waiver where necessary. It will also cover the importance of conducting oneself during a meeting in which interpreter services are provided in a manner that ensures meaningful access for parents/guardians with limited English proficiency, including avoiding side conversations. The Division will develop a training plan under which the Division will provide training at the administrative level who will then provide the information to appropriate faculty who typically work with students with limited English proficiency.

Reporting Requirement:

Within two weeks of completing the training described in item 2, the Division will provide OCR with the name/title of the individual(s) who provided the training, copies of all materials used or disseminated during the training, as well as sign-in sheets that include the name and title of all participants.

3. Within 60 days of submitting the finalized protocol and waiver to OCR, the Division will provide training to all Division interpreters on the Division's Guidelines for Interpreters.

Reporting Requirement:

Within 2 weeks of completing the training described in item 3, the Division will provide OCR with the name/title of the individual(s) who provided the training, copies of all materials used or disseminated during the training, as well as sign-in sheets that include the name and title of all participants.

The Division understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the Division understands that during the monitoring of this Agreement, if necessary, OCR may visit the Division, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Division has fulfilled the terms of this Agreement. Upon the Division's satisfaction of the commitments made under this Agreement, OCR will close this case.

The Division 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 will give the Division written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: \_\_\_\_\_  
Superintendent

Date: 7/11/18