

**Dayton City School District
Resolution Agreement
OCR Docket #15-21-1023**

Dayton City School District (District) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of resolving the above-referenced complaint and ensuring compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and its implementing regulation at 34 C.F.R. Part 100.

The District agrees to take the following actions:

1. By **April 8, 2022**, the District will modify its current plan to provide language assistance to limited-English proficient parent(s)/guardians (LEP parent(s)), including its plan to provide such assistance as it relates to special education to the extent such a plan is different from the District-wide plan, to ensure they have meaningful access to the District's programs and activities. "Staff," for purposes of this plan, will include all relevant administrators, teachers, counselors, and support staff. The written plan will include the following:
 - a. A process for notifying LEP parent(s), in a language that the parent(s) will understand, of the availability of free language assistance with respect to school programs and activities. The notice will, at a minimum, be published on the District's website, in student and parent handbooks, and in any District-wide or school-based newsletters.
 - b. A statement that it is only necessary that a parent be limited in at least one of the areas speaking, reading, writing, and comprehending English to be eligible to receive language assistance.
 - c. A statement that, generally, the District will accept a parent's assertion that he or she needs language assistance without requiring additional corroboration.
 - d. A process for identifying LEP parent(s) who may need language assistance through, at a minimum: (i) a home language survey that asks parent(s), in a language they understand, if they need written translations or oral interpretation of communications and, if so, to specify the language services needed; (ii) interaction between parent(s) and staff; and (iii) using information about LEP students, whom the District has an obligation to identify, to determine if those students have LEP parent(s).
 - e. A process that ensures that each school in the District has a centralized list of LEP parent(s) identified as needing language assistance services and the type of language assistance services they need. The list(s) will be provided to all staff in the building that may interact with LEP parent(s) or students during regular school hours as well as after school activities and programs. The District will also ensure that this information is readily available for reference as a part of its regular protocol for contacting parents.

- f. A process that ensures that District administration maintains a District-wide list of LEP parent(s) with student names identified by each school building as needing language assistance services, the type of language assistance services they need, and a log or logs of the language assistance services provided to parent(s) kept by District staff by date of service, type of service (e.g. translation or interpreter services for special education, disciplinary proceedings), and service provider (including name and position, if applicable). To the extent that the information can be maintained and accessed electronically, the District will investigate those methods. If the District utilizes e-school to maintain and access the District-wide list of LEP parent(s), the District will ensure that each school within the District has a centralized list of LEP parents(s) and that all staff that may interact with LEP parents have access to LEP parent information as necessary.
- g. A process by which District staff may obtain, in a timely manner, appropriate, qualified translators or interpreters as needed.
- h. A process by which the District will ensure that its interpreters and translators, including but not limited to any contracted party that provides language (e.g., Affordable Language Services, Vocalink) are trained on the role of an interpreter and translator, the ethics of interpreting and translating, and the need to maintain confidentiality.
- i. A process to ensure that interpreters, including any contracted party that provides language services, have knowledge, in English and the parent's(s') native language, of any specialized terms or concepts peculiar to the District program or activity for which they are providing services, including but not limited to interpreters of Individualized Education Program (IEP) and Section 504 meetings having knowledge of special education terminology.
- j. A process to ensure that translators, including any contracted party that provides language services, understand the expected reading level of the audience and, where appropriate, have fundamental knowledge about the target language group's vocabulary and phraseology. The process should require, as deemed appropriate and necessary, consultation with the District or relevant community organizations to help determine whether a document is written at an appropriate level for the intended audience.
- k. A process for notifying relevant District staff, on an annual basis, that the use of family members and friends for the provision of language assistance is generally not acceptable. The notice shall state that the use of such individuals may raise issues of confidentiality, privacy, or conflict of interest, and that, in many circumstances, such persons are not competent to provide quality, accurate interpretations. The process will also include notification to relevant District staff that they should not rely on family members and friends to provide LEP parent(s) meaningful access to important programs and activities and a caution that, even when LEP parent(s) have voluntarily chosen to provide their own interpreter or translator, the District may still need, depending upon the circumstances of the encounter, to provide its own interpreter or translator to ensure accurate interpretation or translation of critical information, especially in, but not limited to, situations where the competency of the LEP parent's(s') chosen interpreter is not established. Additionally,

the notice shall state that the use of minor children raises particular concerns about competency, quality, and accuracy of interpretations and that it is never advisable to use such children to convey information about their own education and/or complex information.

1. A process for identifying and translating vital written documents into the language of each frequently-encountered LEP parent group eligible to be served and/or likely to be affected by the District's program or activities. In determining 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. At a minimum, the following vital written documents will be translated into the language of each frequently-encountered LEP parent group:
 - (1) Notice of procedural safeguards in the context of providing children with disabilities with a free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Individuals with Disabilities Education Act (IDEA).
 - (2) Documentation related to eligibility and placement decisions under Section 504 and IDEA.
 - (3) Disciplinary notices and procedures.
 - (4) Registration/enrollment forms, emergency notification forms and other forms most commonly used by the district to communicate with parent(s).
 - (5) Report cards and student progress reports.
 - (6) Notices of parent-teacher conferences or meetings.
 - (7) Parent handbooks and fact sheets.
 - (8) Documentation regarding the availability of academic options and planning, including gifted and talented programs, alternative language programs, and counseling and guidance services.
 - (9) Screening procedures that request information from parent(s) about the child's language background and the parent's(s') preferred language for communication with the school.
- m. A process for interpreting and translating alerts (e.g., robocalls) and emergency notifications into the language of each frequently-encountered LEP parent group eligible to be served and/or likely to be affected by the District's program or activities.

Reporting Requirement: By **April 8, 2022**, the District will submit to OCR, for review and approval, a copy of the language assistance plan it has developed pursuant to the requirements of Item 1.

2. Within 90 calendar days of receipt of the OCR-approved language assistance plan, the District will adopt and implement the plan.

Reporting Requirements:

Within 90 calendar days of receipt of the OCR-approved language assistance plan, the District will submit to OCR documentation demonstrating adoption and implementation of the language assistance plan developed pursuant to Item 1, including the notification issued pursuant to Item 1.a, the annual notice issued to staff pursuant to Item 1.m, and evidence that District employees were provided notice and training on the District's language assistance plan (e.g., meeting agendas/notes, training materials, quick reference guides).

By the end of the first semester of the school year following the receipt of the OCR-approved language assistance plan, the District will submit to OCR documentation of the information the District has maintained pursuant to Items 1.e and 1.f and the documents the District has translated, including links to any translated information available on the District's website.

By the end of the first full school year following receipt of the OCR-approved language assistance plan, the District and OCR will schedule a date for OCR staff to evaluate the District's implementation of the terms of the agreement. The evaluation will not occur before the District has been in plan implementation for at least six months. OCR's evaluation may involve a variety of methods to assess the District's implementation of the terms of the agreement including, but not limited to, an on-site visit of a selection of buildings identified by OCR; a review of documentation maintained by the District; staff surveys; and/or interviews of a sampling of individual school building staff members.

3. By **April 8, 2022**, the District will develop a written plan for the annual evaluation of the effectiveness of its language assistance plan, developed pursuant to Item 1. The written evaluation plan will include the following:
 - a. Identification of staff responsible for evaluating the language assistance plan on an annual basis.
 - b. Identification of the date by which the evaluation will be completed on an annual basis.
 - c. A list of information and items to be examined when evaluating the effectiveness of the language assistance plan, which will include, at a minimum, the following: identification of the current LEP parent groups encountered by the District; the availability of information about LEP parent(s) and the need for assistance District-

wide and at schools; the frequency of encounters with LEP parent(s); the availability of translation and interpreter services, including technological advances and sources of additional resources, and the costs incurred; whether existing language assistance is meeting the needs of LEP parent(s); whether staff are aware of and understand the language assistance plan and how it is implemented, including their role, if any; and whether language assistance is provided in a timely manner.

- d. A process for determining whether new documents, programs, services and activities need to be made accessible for LEP parent(s), and whether the District needs to provide notice of any changes in services to LEP parent(s) and to District staff.
- e. A quality control system designed to periodically assess the quality of the interpreter and translation services being provided by the District. This assessment system will include, at a minimum, a method for gathering feedback from students and parent(s) on whether they understand the information they have received via District interpreters and translators and whether they are receiving the translation and interpretation of essential information on a consistent and timely basis.

Reporting Requirement: By **April 8, 2022**, the District will submit to OCR, for review and approval, a copy of the evaluation plan it has developed pursuant to the requirements of Item 3 above.

4. Within 180 calendar days of receipt of the OCR-approved evaluation plan, the District will adopt and implement the plan.

Reporting Requirement: Within 180 calendar days of receipt of the OCR-approved evaluation plan, the District will submit documentation verifying it adopted and implemented the plan.

By the end of the first full school year following receipt of the OCR-approved language assistance plan, the District will submit to OCR documentation demonstrating the results of its evaluation of the District's implementation of its language assistance plan through the first full school year after OCR approved the plan, including documentation of any changes resulting from the evaluation.

General Requirements

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 of the Agreement. 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 and obligations of the Agreement. Upon the District's satisfaction of the terms and obligations of the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District's representative below.

Elizabeth J. Lolli

Superintendent or Designee

1/20/22

Date