

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES  
AND  
THE CHARLESTON COUNTY SCHOOL DISTRICT  
SOUTH CAROLINA**

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The Charleston County School District (“District”) and the United States (“United States”) (collectively, “the Parties”) enter into this agreement (“Agreement”) to resolve the United States’ investigation into complaints alleging that the District failed to take appropriate action to ensure meaningful communication with limited-English-proficient (“LEP”) parents/guardians of District students. Specifically, the complaints alleged that the District does not provide adequate written translation or oral interpretation services to Spanish-speaking LEP parents/guardians, including in the context of special education-related matters, depriving these parents/guardians and their children the opportunity to participate equally and meaningfully in the District’s education programs.

The United States conducted this investigation pursuant to its authority under the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1701 et seq. (“EEOA”), which requires that school districts take action to overcome language barriers that impede students from participating equally in state and district educational programs, as well as Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-7, and its implementing regulations, 28 C.F.R. Part 42 and 34 C.F.R. Part 100 (“Title VI”), which prohibits discrimination by recipients of federal funds on the basis of national origin. The United States found through its investigation that the District failed to: (1) implement effective policies and procedures for identifying and communicating with Spanish-speaking LEP parents/guardians; (2) ensure that Spanish-speaking LEP parents/guardians knowingly consent to or refuse special education programming for their children; (3) provide sufficient interpretation services for Spanish-speaking LEP parents/guardians regarding their children’s access to the District’s general and special education programs; and (4) provide written translations of essential education documents to Spanish-speaking LEP parents/guardians. As a result, these parents/guardians and their children have been deprived of equal access to the District’s education programs.

The parties undertake this Agreement as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy. The District agrees to implement the remedial measures enumerated in this Agreement but admits to no violations of the EEOA or Title VI by entering into this Agreement. To the extent the District has already started undertaking measures to rectify some of the issues raised by the United States, this Agreement memorializes those remedial measures. This Agreement will be in effect from the date of signature by the United States, and will remain in effect for three (3) full school years following that date subject to the terms of Paragraph 31 below.

The District representative, by signing this document, gives assurances that he or she has the authority to bind the District, including successor administrators and members of the District’s School Board, for the Agreement’s duration.

## **GENERAL REQUIREMENTS**

1. The District shall take appropriate action to overcome language barriers of LEP parents/guardians that impede equal participation by its students in its instructional programs. *See* 20 U.S.C. § 1703 (f).
2. The District shall ensure that no person, on the ground of national origin, is excluded from participation in, denied the benefits of, or subjected to discrimination under any of its programs or activities, and will take reasonable steps to ensure that LEP individuals have meaningful access to its program and activities. *See* 42 U.S.C. § 2000d; 28 C.F.R. § 42.104 (b)(1-2); 28 C.F.R. § 42.405(d)(1).

## **SPECIFIC REQUIREMENTS**

### **QUALIFICATIONS FOR INTERPRETERS AND TRANSLATORS**

3. The District will adopt qualifications generally accepted in the field of oral interpretation and written translation and will require that any individual who acts on behalf of the District as an interpreter or translator for parents/guardians or students meet those qualifications. At a minimum, anyone who acts on behalf of the District as an interpreter or translator for parents/guardians or students, whether paid District employee, contractor, or volunteer, will be bilingual in the languages in which he or she is communicating; have a demonstrated competence to interpret or translate; be trained in providing the interpretation they are asked to provide; sufficiently knowledgeable in both languages of any specialized terminology needed to provide the requested interpretation or translation accurately (e.g., special education terms); and trained in the ethics of interpretation and translation (e.g., the need for accuracy and confidentiality).
4. Except in an emergency, the District will not use students, family or friends of LEP parents/guardians, or unverified automated services for translation of District- or school-generated documents or for any other interpretation or translation services. If there is an emergency whereby the District has to utilize someone other than a District interpreter or translator to provide or obtain essential information, the District will follow up with the LEP parent/guardian in a timely manner to communicate, through a qualified interpreter or accurate translation, the information that family or friends orally interpreted.

### **ENROLLMENT**

5. Before the beginning of the 2021-22 school year and in accordance with approval of the proposed plan pursuant to Paragraph 24(c), the District will train all individuals responsible for the registration and enrollment of new students on how to assist parents/guardians in the proper completion of the District's Home Language Survey and other registration and enrollment forms. This training will include instruction on how to ascertain whether a parent/guardian requires language assistance, and when and how to secure a qualified interpreter or translation for such parent/guardian in a timely manner.
6. Effective immediately upon the execution of this Agreement, the District will translate into Spanish the Home Language Survey and the District's standard enrollment packet of

documents related to registration and enrollment, and will make copies of such documents available at all school sites, at the District Office, and on the District website.

7. Upon registration and enrollment of a new student, the District shall ascertain whether a parent/guardian needs or requests language assistance by asking the parent/guardian, in a language that he/she understands, whether he/she needs oral and/or written communications in a language other than English. If the parent/guardian needs or requests communications in Spanish, the District shall:
  - a. Provide the Home Language Survey and other registration and enrollment documents to the parent/guardian in Spanish;
  - b. Provide a Spanish-language interpreter trained in the registration and enrollment process to assist the parent/guardian in accurately completing the documents; and
  - c. Provide the parent/guardian with information in Spanish about how to obtain further translation and interpretation services from the District free of charge to the parent/guardian.
8. Upon enrollment, or whenever the District first becomes aware of a parent/guardian's language access needs, such information will be entered into the District's student database and made available to all administrators and staff.

## **GENERAL COMMUNICATIONS**

9. Within 30 days of the execution of this Agreement, the District agrees to give all LEP parents/guardians access to the District- and school-related essential information in a language they can understand in a timely manner. Oral communications of essential information will be provided in a language the parent/guardian understands by means of a qualified interpreter without undue delay. The District will provide oral interpretation or written translation of other school-related information upon receiving reasonable, specific requests for such information from LEP parents/guardians. The District will notify LEP parents/guardians in a language they understand of their right to request interpretation and translation services, how to make such requests, and how to file a complaint about language access services.
10. When documents containing essential information are distributed by the District or a school to Spanish-speaking LEP parents, the District or the school will ensure that such documents are translated into Spanish and updated in the same manner as English versions.<sup>1</sup> The District will begin this process according to the implementation schedule set forth below.<sup>2</sup>
  - a. No later than 30 days after the execution of this Agreement, the District will translate into Spanish and maintain translated updated copies of the following District-level essential information:
    - i. all parental consent forms;

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<sup>1</sup> The District agrees to translate essential information made available in English on the District's website.

<sup>2</sup> Should any deadlines in this Agreement fall on a weekend day, the requirement should be considered due the following Monday.

- ii. documents related to student discipline;
  - iii. documents related to school choice options;
  - iv. standardized portions of Individual Graduation Plans (e.g., headings) and all related documents, including consent forms to pursue a High School Credential and related policies and procedures;<sup>3</sup>
  - v. documents, including announcements, related to public health and safety (e.g., health and safety protocols and announcements, emergency protocols); and
  - vi. documents related to the District’s English for Speakers of Other Languages (“ESOL”) program.
- b. No later than 90 days after the execution of this Agreement the District will translate into Spanish and maintain translated updated copies of the following District-level essential information:
- i. the Code of Conduct and Parent Handbooks, including a notice of the right to request translation and interpretation services, how to make such requests, and how to file a complaint regarding language access services;
  - ii. documents related to matters arising under the Individuals with Disabilities Education Act (“IDEA”) or Section 504 of the Rehabilitation Act (“504”) (except that translations of specific special education-related documents are governed by Paragraph 17 below);
  - iii. documents related to District programs and activities for which notice is needed to participate or for which parent/guardian permission is required (e.g., Gifted and Talented courses, advanced opportunities and prerequisites); and
  - iv. any other written information that is provided to non-LEP parents guardians describing the rights and responsibilities of parents/guardians or students and the benefits and services available to parents/guardians and students (e.g., vaccination requirements, information about the disciplinary process, information regarding free- and reduced-priced lunch, access to student records, graduation requirements, and post-secondary readiness and financial aid information).
- c. No later than 90 days after the execution of this Agreement, the District shall provide to each school templates in Spanish for the following school-specific essential information that will be translated fully before dissemination to LEP parents/guardians:
- i. Standards-Based Progress Reports and other academic progress reports, including special education-related progress reports;

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<sup>3</sup> Upon request by an LEP parent/guardian, the District shall translate into Spanish a student’s full Individual Graduation Plan (or requested portions thereof). The District shall provide the requested translation within a reasonable period of time, but no later than twenty (20) school days following the request.

- ii. announcements that contain information about school programs and activities for which notice is needed to participate or for which parent/guardian permission is required (e.g., advanced and Gifted and Talented opportunities and prerequisites, remedial or tutoring options, field trips, parent-teacher conferences, open houses, school performances); and
  - iii. disciplinary notices.
11. Effective immediately upon execution of this Agreement and until such documents are available in Spanish, when the District or a school distributes the documents listed in paragraphs 10(b) and 10(c), it will include a cover sheet in Spanish providing the parent/guardian with the document's title and information about how to obtain translation and interpretation services from the District free of charge.
12. Prior to the start of the 2021-22 school year and in accordance with approval of the proposed plan pursuant to Paragraph 24(c), the District will train its employees on best practices for communicating with LEP parents/guardians. That training will include clear instruction on the following:
- a. employees' obligation to review a parent/guardian's language access needs before scheduling meetings with parents/guardians and sending out notices;
  - b. what information must be translated or interpreted for LEP parents/guardians;
  - c. what constitutes a qualified interpreter or translator, pursuant to Paragraph 3 above;
  - d. when and how to obtain qualified interpreters and translators;
  - e. where to find accurate and up-to-date translations of documents;
  - f. employees' obligation to record all requests for interpretation and translation support in a District database; and
  - g. other best practices for communicating with LEP parents/guardians.
13. Prior to the start of the 2021-22 school year, the District will develop a document outlining the information provided during the training described in Paragraph 12, and make that document readily available to all District employees, students, and parents/guardians, and on the District's website. The District will also make readily available to all schools in the District a list of qualified interpreters and translators available to them; how to contact them and secure their services; and the type of information they are qualified to interpret and translate (e.g., general communications, student registration and enrollment, special education-related communications).

## **SPECIAL EDUCATION-RELATED COMMUNICATIONS**

14. Prior to communicating with parents/guardians regarding any special education-related matter, the District shall review parental responses reflecting parents/guardians' communication needs to determine whether they are LEP, and, if so, ensure that the communication is made in a language the parent/guardian can understand.
15. In addition to or through the Notice of Meeting document, the District shall, at least one week prior to holding a special education-related meeting (e.g., an Individualized Education Program ("IEP") or 504-related meeting), contact LEP parents/guardians to

notify them of the availability, free of charge, of a qualified interpreter for special education meetings and the availability of translated special education-related documents. If specific circumstances prevent the District from contacting the LEP parent/guardian at least one week in advance, the District will preemptively arrange to have a qualified interpreter available for the special education meeting, and, at the start of that meeting, will inform the LEP parent/guardian of the availability of translated special education-related documents. In such circumstances, the District will document the circumstances that prevented advanced notice consistent with this requirement.

16. For all special education-related communications with LEP parents/guardians, the District shall, per Paragraph 3 of this Agreement, provide a qualified translator or interpreter who is trained in the specialized vocabulary needed to provide such communications. The individual providing translation or interpretation services may not be a member of the IEP team, or otherwise have a conflict of interest that would impair his or her ability to provide translation or interpretation services to the parent/guardian.
17. The District will ensure that Spanish speaking LEP parents/guardians are provided up-to-date and accurately translated copies of the following form documents, all of which contain essential information:<sup>4</sup>
  - a. Request for Special Education Records;
  - b. Notice of Meeting;
  - c. Parent evaluation forms, including BASC surveys and family history/background forms;
  - d. Notice of Procedural Safeguards;
  - e. Parental consent forms;
  - f. Prior Written Notice; and
  - g. The form used to create an IEP.
18. Upon request by an LEP parent/guardian, the District shall translate into Spanish an IEP or 504 Plan (or requested portions of these documents). The request for translation may be made before, at or after an IEP or 504 meeting, and the District shall provide the requested translation within a reasonable period of time, but no later than twenty (20) school days following the request.
19. At special education-related meetings, the District shall inform LEP parents/guardians in a language they understand that they may, but are not required to, sign documentation if they have requested a translation of the document or related information.
20. In addition to the otherwise applicable training requirements in this Agreement, the District will provide training on the requirements of this Section:

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<sup>4</sup> To the extent these documents are available in English on the District's website, the District will ensure that translated versions are made available and updated in the same manner as the English versions.

- a. Within 45 days after the execution of this Agreement, to all employees who serve as a Local Educational Agency representative on an IEP team.
- b. Within 90 days after the execution of this Agreement, to all special education teachers and related service providers.
- c. Before the beginning of the 2021-22 school year, to all other employees who serve on an IEP team.

### **SELF-MONITORING & REPORTING**

21. Within 20 days of the execution of this Agreement, the District will designate one or more individual(s) responsible for ensuring the District's compliance with this Agreement and applicable Federal civil rights laws. This individual will coordinate the District's submission of reports to the United States. The District will provide the United States with the name and title of its designee within 30 days of the execution of this Agreement.
22. Within 60 days of the execution of this Agreement, for all of its current students, the District will provide outreach to parents/guardians regarding their rights to language access, and initiate a new collection of complete and accurate information on parents/guardians' language access needs and share such information with all administrators and staff at each school. Within 90 days of the execution of this Agreement, the District will analyze this information and determine, by school, the number of students with LEP parents/guardians in the District, the languages in which those parents/guardians require communications from the District, and how many students with LEP parents/guardians have been referred for or are receiving special education services. Before the end of the 2020-21 school year, the District will provide a Report of this information to the United States. The District will designate an individual at each school to review this Report and determine and record whether LEP parents/guardians have received essential information in a language they can understand and, if not, and provide such information before the start of the 2021-22 school year.
23. Effectively immediately upon the execution of this Agreement, the District will track requests for translations and interpretations made to schools or the District, indicating who requested the translation or interpretation, the language requested, the date of each request, the name of the document or type of oral communication, whether the District granted the request, and the reason for granting or denying the request. Within 90 days of the execution of this Agreement, the District will implement an electronic system to track these requests and accompanying information.
24. The District will provide to the United States the following information detailing its efforts to comply with Paragraphs 5, 12, and 13 of this Agreement:
  - a. By March 1, 2021, the District will provide its professional development plan and a list of all trainings.
  - b. By April 1, 2021, the United States will review and notify the District of its approval or comments on the professional development plan and materials.
  - c. By May 1, 2021, the District will submit its final proposed plan and materials to the United States, incorporating the United States' comments. If the Parties do not

agree to any proposed aspect of the professional development plan or materials, they will work in good faith to resolve any disagreements within 30 days. If the Parties are unable to resolve any disagreements, the enforcement provisions of Paragraph 31 will apply.

25. The District will assess its District- and school-level resources and develop a Compliance Plan to ensure that all schools have the capacity to communicate meaningfully with all of its LEP parents/guardians and otherwise comply with its obligations under this Agreement. The District will provide this Plan to the United States by July 1, 2021.
26. By August 1, 2021, the United States will review the Plan and notify the District of its approval or comments on the Plan.
27. By September 1, 2021, the District will submit its final proposed plan to the United States, incorporating the United States' comments. If the Parties do not agree to any proposed aspect of the Plan, they will work in good faith to resolve any disagreements within 30 days. If the Parties are unable to resolve any disagreements, the enforcement provisions of Paragraph 31 will apply.
28. Upon receipt of the United States' approval of the final Compliance Plan, the District will promptly seek School Board approval of the Plan.
29. The District will monitor its implementation of this Agreement, its final Compliance Plan, and each school's compliance with the provisions of this Agreement and remedy any noncompliance as soon as practicable and within a reasonable period of time. The District will provide to the United States twice annually, on July 1 and February 1 of each school year, a Monitoring Report that demonstrates the District's internal compliance-monitoring efforts. This Report will include, by language, (a) the number of LEP parents with students enrolled at each school; (b) an updated list of documents containing essential information, including those documents specified in Paragraphs 10 and 17 of this Agreement, that have been translated into Spanish by the District; and (c) a report from the District's tracking system reflecting all information required by Paragraph 23.

#### **UNITED STATES' MONITORING AND ENFORCEMENT**

30. In monitoring the District's efforts to fulfill its obligations under this Agreement, the United States may conduct site visits, observe trainings, interview District staff and students (with parent permission) and request any additional information or data necessary for the United States to determine whether the District has fulfilled the terms of this Agreement.
31. The United States will promptly notify the District in writing of any issues or concerns related to compliance with this Agreement that may arise during the term of this Agreement. The Parties will act in good faith to resolve any such issues or concerns. In the event of a breach by the District of this Agreement that cannot be resolved through good faith negotiation, the United States may initiate judicial proceedings to enforce the EEOA, Title VI, and the specific commitments and obligations of the District under this



Agreement. This Agreement does not relieve the District from its other obligations under other Federal civil rights laws, including obligations as they relate to non-Spanish speaking LEP individuals. The United States retains the right to investigate and, where appropriate, initiate enforcement proceedings concerning any future alleged violations of Federal law by the District.

**TERM & TERMINATION**

32. This Agreement will remain in effect until 60 days after the District submits its final Monitoring Report due on July 1, 2024. The parties may, upon mutual written agreement, amend this Settlement Agreement to address changed circumstances.

AGREED AND CONSENTED TO:

**FOR THE UNITED STATES OF AMERICA:**

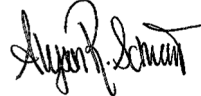
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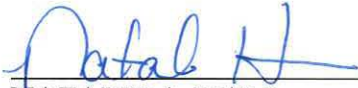
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Dated: March 2, 2021

**FOR CHARLESTON COUNTY SCHOOL DISTRICT:**



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Dated: 3.1.21