

# Agreement

between

The United States of America

and

The Jefferson Parish Public School System

## INTRODUCTION

The United States Department of Justice, Civil Rights Division, Educational Opportunities Section (the “Division”), the United States Department of Education, Office for Civil Rights (“OCR”) (together, the “United States”), and the Jefferson Parish Public School System (“JPPSS”) (collectively, the “Parties”) enter into this Resolution Agreement (“Agreement”) to resolve the United States’ investigation into complaints concerning (a) JPPSS’s policies and practices for student registration, enrollment, and graduation; (b) JPPSS’s policies and practices for communicating with national origin minority parents who have limited English proficiency (“LEP”); and (c) JPPSS’s response to alleged harassment creating a hostile environment for Latino students based on their national origin, of which JPPSS knew or reasonably should have known. Without admitting any unlawful conduct, JPPSS voluntarily agrees to implement the terms of the Agreement, which includes school-specific and parish-wide remedial measures.

## BACKGROUND AND JURISDICTION

On August 22, 2012, the Division and OCR received a written complaint alleging national origin discrimination by JPPSS against Latino students and national origin minority LEP parents; the Division and OCR received a supplemental complaint with additional allegations of national origin discrimination on November 1, 2012 (together, the “Complaint”). On September 26, 2012, the Division and OCR notified JPPSS that, based on the August 22, 2012 complaint, they had initiated a joint investigation into JPPSS’s policies and practices regarding the documentation required for student registration, enrollment, and graduation. On November 13, 2012, the Division and OCR notified JPPSS that, based on the supplemental complaint, they were expanding the investigation to examine whether JPPSS communicates with national origin minority LEP parents in a language they understand, and whether JPPSS took prompt and effective action to respond to alleged incidents of harassing conduct creating a hostile environment for Latino students based on national origin. The Division and OCR initiated the investigation under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and its implementing regulations, at 34 C.F.R. part 100 (“Title VI”). The Division also initiated the investigation under the Equal Educational Opportunities Act, 20 U.S.C. § 1703(f), (“EEOA”), and Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c-6 (“Title IV”).

The United States requested and reviewed documents and information provided by JPPSS and, from May 6, 2013 through May 10, 2013, the United States visited JPPSS’s central office, several high schools, middle schools, and elementary schools, conducting interviews with JPPSS administrators, faculty, and staff. JPPSS has cooperated fully throughout the course of the investigation. Additionally, the United States acknowledges that JPPSS has taken steps to improve communications with LEP students and parents, and to revise documentation requirements for student enrollment and registration.

## DEFINITIONS

For the purposes of the Agreement, the following words, phrases, and acronyms have the following meanings:

1. “Central Office” means the main Jefferson Parish Public School System administrative building currently located at 501 Manhattan Boulevard, Harvey, Louisiana 70058.
2. “ELL” means an English Language Learner, Limited English Proficient, or Non-English Proficient student who requires assistance to overcome language barriers that impede his or her participation in JPPSS’s instructional programs.
3. “Effective Date” means the date on which counsel for the United States executes the Agreement.
4. “Handbook” means the *Policies and Procedures for Parents and Students* booklet, which usually is published each school year and contains important information regarding Jefferson Parish Public School System’s parish-wide policies and procedures and code of conduct.
5. “Jefferson Parish Public School System” or “JPPSS” means the Jefferson Parish School Board and its individual members, the Superintendent, and the system of public schools located in Jefferson Parish, Louisiana, including all schools operated and/or supervised by the Superintendent and/or School Board of Jefferson Parish, Louisiana.
6. “Major Languages” means Spanish, Arabic, and Vietnamese.<sup>1</sup>
7. “LEP parent” means all parents, guardians, or any other person legally responsible for a student under state law, who, because of their inability to adequately communicate in English, need to have communication (written and oral) from a school or JPPSS provided in a language other than English in order to make meaningful, informed choices among JPPSS’s ELL programs and services and to effectively participate in all aspects of JPPSS’s educational process.
8. “Lower Incidence Languages” means all non-English languages that are spoken by the Jefferson Parish Public School System’s Limited English Proficient parents, except for the Major

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<sup>1</sup> The enumerated list of three languages shall constitute JPPSS’s Major Languages for the entire 2014-2015 school year. During the 2015-2016 school year, JPPSS shall phase into its Major Languages the next two most common non-English languages spoken by LEP parents.

Languages.

9. “Registrar” means all members of the Jefferson Parish Public School System’s staff who are responsible for student registration and/or student enrollment at each school or at the Central Office.
10. “Parent” means parent, guardian, or any other person legally responsible for a student under state law.
11. “Special Education” means services or information provided pursuant to the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

### SPECIFIC REQUIREMENTS

#### Student Enrollment and Registration

12. Consistent with Title IV and Title VI, JPPSS shall not request information from parents or students with the purpose or result of denying or limiting access to the public schools on the basis of race, color, or national origin. JPPSS also acknowledges its obligations under federal law to ensure that its student enrollment policies and practices do not chill or discourage the participation, or lead to the exclusion, of students based on their or their parents’ actual or perceived citizenship and/or immigration status.<sup>2</sup>
13. JPPSS shall not, as a condition of enrollment or registration, require any parent or student to provide a social security number or social security card, state-issued identity document, or other document that requires proof of citizenship or immigration status to obtain.
14. Before student enrollment commences for the 2014-2015 school year, JPPSS shall have completed an internal review of all enrollment and registration materials and policies, including but not limited to any registration or enrollment materials and policies created by individual schools or posted to individual schools’ websites, and shall have ensured that all such materials and policies comply with Paragraphs 12 and 13 above.
15. JPPSS shall ensure that all employees who are responsible for student registration and/or student enrollment at each school and in the Central Office receive training annually regarding the documentation required for student registration and/or enrollment and the appropriate, non-discriminatory manner of communicating such requirements to ELL students and LEP parents.

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<sup>2</sup> See May 8, 2014 joint Dear Colleague Letter from OCR and the Division on school enrollment procedures, available at <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201405.pdf>.

### Student Record Updates and Graduation

16. JPPSS shall not, as a condition of graduation or of updating student records for graduation, require any parent or student to provide a social security number or social security card, state-issued identity document, or other document that requires proof of citizenship or immigration status to obtain.
17. JPPSS shall ensure that ELL students attending high school and the LEP parents of high school students receive information regarding graduation procedures, scholarship requirements, and college admissions procedures in a language they understand.
18. JPPSS shall ensure that all employees who advise students regarding college admissions receive training annually regarding the procedures for obtaining required information for scholarship purposes and the appropriate, non-discriminatory manner of communicating such requirements to ELL students and LEP parents.

### Translation and Interpretation Services

19. By September 5, 2014, JPPSS shall implement policies and procedures to ensure that national origin minority LEP parents are notified, in a language understood by such parents, of school activities and other information and matters that are called to the attention of other parents. Specifically, JPPSS shall revise its procedures to specify how JPPSS will provide language assistance services, including interpreters and written translations, to LEP parents, including parents who speak the Major Languages and Lower Incidence Languages.
20. JPPSS shall develop and maintain an accurate and current electronic list of all available personnel in each school building who speak a language other than English whom JPPSS has determined are competent and are authorized to provide translation and/or interpretation services. The list shall include the translators' and interpreters' current phone numbers, building location(s), and email addresses. JPPSS shall maintain this list, and each school's principal, assistant principal(s), and registrar(s) shall make the relevant parts of this list available to all personnel at each school. JPPSS shall update the electronic list at least annually before the commencement of each school year and, when necessary, during the school year to reflect substantial changes in the personnel available for translation and interpretation services at each school.
21. JPPSS shall ensure that principals, assistant principals, and registrars are aware of, have access to, and understand how to use Language Line or any other telephone-based language interpretation service to which JPPSS subscribes.

22. JPPSS shall ensure that all employees at each school are instructed to contact the principal, assistant principal(s), or registrar to obtain translation and interpretation services.

23. JPPSS shall ensure that principals, assistant principals, and registrars are advised that a school may request the assistance of employees at other schools to meet the translation and/or interpretation needs of ELL students and LEP parents.

24. If JPPSS chooses to use a vendor, such as 1-World Language, to provide outside translation and interpretation for its schools, JPPSS shall maintain and distribute to its principals, assistant principals, and registrars a list of languages offered and interpretation and translation services provided by the vendor. Principals shall promptly forward requests for translators and/or interpreters for languages not represented on JPPSS's translation and interpretation services employee list or the list of languages offered by its outside vendor(s) to the Central Office, or another designated department or administrator. The Central Office and/or designated administrator shall be responsible for fulfilling such translation and/or interpretation requests.

- (a.) In the event that JPPSS ceases using a vendor to provide outside translators and interpreters for its schools, JPPSS shall maintain a current list of outside translators and interpreters not employed by JPPSS who may be contacted to provide translation and interpretation services and shall ensure that its principals, assistant principals, and registrars have access to and understand how to use the outside translator and interpreter list.

25. JPPSS shall ask all parents of current ELL students in writing in English and in the Major Languages whether the parents desire written translations or oral interpretations of parish-wide and school-level information, and if so, to specify the language(s) needed. Beginning in the 2014-2015 school year, JPPSS shall ask all parents of all newly enrolled students on the Home Language Survey in English and in the Major Languages whether the parents desire written translations or oral interpretations of parish-wide and school-level information, and if so, to specify the language(s) needed. For parents of current ELL students (and all parents of students who newly enroll beginning in the 2014-2015 school year), JPPSS shall also publicize in the Lower Incidence Languages the availability of language assistance.

26. JPPSS shall record the language preferences requested by LEP parents in Infinite Campus or via some other electronic student information system such that parents' language requirements are readily accessible to JPPSS administrators and teachers. JPPSS shall require school administrators and teachers to consult parents' language requirements in the student information system before scheduling meetings with parents of ELL students, and JPPSS shall provide such language assistance consistent with Paragraph 28.

27. Except in the event of an emergency, JPPSS shall not rely upon, use, or ask any JPPSS student to provide translation and/or interpretation services for any JPPSS employee, parent, or another JPPSS student, even where the student's parent has asked or granted the student permission to provide translation and/or interpretation services.

28. JPPSS shall provide translation and interpretation services as follows:

- (a.) When notices or documents containing essential information<sup>3</sup> are distributed at the parish-wide or school level:
  - (i.) such notices and documents containing essential information shall be translated into the Major Languages and distributed to LEP parents who have requested translations in those languages, including requests reflected in the student information system as required by Paragraphs 25 and 26 above;
  - (ii.) LEP parents who have requested translations in Lower Incidence Languages shall be provided written translations or shall be advised of whom to contact at JPPSS if they need assistance in understanding notices or documents containing essential information, and JPPSS shall provide oral interpretation of the notices or documents as necessary for such parents.
- (b.) When a JPPSS employee needs to communicate orally with LEP parents who speak the Major Languages or Lower Incidence Languages regarding essential information:

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<sup>3</sup> "Essential information" is information provided to parents, including but not limited to information regarding: (a) special education matters arising under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act (e.g., IEP or 504 meetings), (b) academic performance, academic planning, and progress reports (e.g., report cards, midterm evaluations, summer school, honors classes, and enrichment programming); (c) disciplinary actions and the disciplinary process (e.g., behavioral expectations, warnings, detention, minor and major infraction notices, disciplinary conferences, in-school suspension, out-of-school suspension, disciplinary due process, rest-of-school-year suspension, and expulsion); (d) announcements about school-specific or parish-wide activities for which notice is needed or parental permission is required to participate in such activities (e.g., testing, school performances, field trips, activities requiring an application); (e) public health and safety; (f) screening procedures requesting a student's language background and/or a parent's preferred language of communication; (g) the Handbook; (h) graduation, enrollment, and registration; and (i) any other written information describing the rights and/or responsibilities of parents or students and the benefits and/or services available to parents and students.

- (i.) the communication shall be provided in a language the parent understands by means of a qualified interpreter at the request of the LEP parent; and
  - (ii.) the qualified interpreter must be provided as soon as feasible such that the LEP parent or student is not denied the ability to take appropriate action regarding the essential information, or to participate in or benefit from JPPSS's services and/or programs.
- (c.) JPPSS shall provide written translations or oral interpretation of information that is not deemed "essential information" upon receiving reasonable, specific written or oral requests for such information from LEP parents who speak the Major Languages or Lower Incidence Languages.

29. JPPSS shall make available to all appropriate personnel a list of the parish-wide and school-level documents that have already been translated, with electronic access to such documents, and shall enable school personnel to include school-specific notices in an electronic format that may be used by other schools to meet their translation needs.

30. JPPSS shall develop and implement an additional method for notifying LEP parents, in a language that the parents can understand, of the availability of free language assistance services (as described in Paragraph 28 above) with respect to school programs and activities and information as to how this assistance may be obtained. The notice shall, at a minimum, be published and displayed as follows:

- (a.) JPPSS shall maintain and prominently display a sign in a high-traffic area in each of its schools that publicizes the availability of free translation and interpretation services. The sign shall be posted in English and in the Major Languages and shall list the name and contact information of a JPPSS employee who can answer questions regarding parental communication and assist parents with accessing interpreter services and/or translated documents.

31. JPPSS shall continue to provide information to LEP parents via local bilingual radio stations, and to ensure that its website is translated into the Major Languages and accessible to LEP parents. JPPSS shall translate annually the Handbook into the Major Languages and shall post the Handbook to its website.

- (a.) JPPSS shall revise the Handbook to include information for LEP parents regarding JPPSS's translation and interpretation services and the procedures for requesting such services. JPPSS shall include a description of the translation and



interpretation services and procedures in the Handbook for the 2014-2015 school year or in a supplement in the event that the 2014-2015 Handbook is published before the Effective Date of the Agreement. JPPSS shall update the description of the translation and interpretation services and procedures as needed for all subsequent school years.

- (b.) All supplements to the Handbook required by the Agreement shall be distributed by JPPSS to students, parents, and JPPSS personnel in a manner consistent with the distribution procedures for the Handbook. All supplements to the Handbook shall be posted to JPPSS's website and translated into the Major Languages.

32. All JPPSS schools with LEP parents who have requested translation and interpretation services shall have interpreters available for parish-wide school events and school events that JPPSS requires schools to host, including but not limited to open houses and parent-teacher conferences, for example, and at other school events or meetings upon request with reasonable notice.

33. All JPPSS schools that educate ELL students and provide school-wide announcements orally using an intercom system shall make a good faith effort to interpret regularly its school-wide, oral announcements to the language(s) spoken by their ELL students.

#### Training

34. JPPSS shall ensure that all individuals who provide translation and/or interpretation services for JPPSS are:

- (a.) Demonstrably competent to interpret and/or translate in both languages;
- (b.) Trained in providing the interpretation and/or translation they are asked to provide or sufficiently knowledgeable in both languages of any specialized terminology needed (e.g., special education terminology) to provide the requested interpretation and/or translation accurately; and
- (c.) Trained on the role of the interpreter and translator, the importance of accuracy and completeness, the ethics of interpretation and translation, and the need to maintain confidentiality.

35. JPPSS shall maintain documentation to verify that the interpreters and translators have the skills and proficiency to interpret and translate in English and a particular non-English language.

36. JPPSS shall train annually all JPPSS personnel who interact with LEP parents or may interact with LEP parents during the course of their dealings with the public, including but not limited to all school principals, deans, secretaries, registrars, and teachers, regarding:

- (a.) effectively communicating with LEP parents;
- (b.) the purpose and content of the Agreement;
- (c.) the documents and essential information that must be translated and interpreted; and
- (d.) any communications that must be translated and/or interpreted.

#### Community Engagement

37. Not later than September 8, 2014, JPPSS shall recruit members for and maintain for the duration of the Agreement a bilingual parent advisory committee (the "Committee"). The Committee's members shall include but shall not be limited to:

- (a.) at least 10 LEP parents;
- (b.) at least 1 parish-level Central Office administrator;
- (c.) an ELL director, principal, regular education teacher, bilingual paraprofessional, and bilingual counselor/social worker, who shall be chosen as representative staff from JPPSS's elementary schools, middle schools, and high schools; and
- (d.) at least 2 ELL students who attend a JPPSS high school.

38. For the entire 2014-2015 school year, JPPSS shall invite all LEP parents identified in the Complaint to join the Committee if the parents' children are still enrolled in JPPSS schools. Committee membership shall be open to other individuals that JPPSS deems appropriate, such as representatives from relevant community-based organizations. JPPSS shall endeavor annually in good faith to constitute the Committee with individuals from various schools who reflect the diversity of the community that JPPSS serves and who speak the Major Languages and Lower Incidence Languages.

39. The Committee shall meet no fewer than 3 times each school year, starting in the 2014-2015 school year and throughout the duration of the Agreement. The Committee shall discuss

and provide recommendations to the Superintendent and the Chief Student Support Officer regarding JPPSS's ELL program, registration, enrollment, bullying, harassment, and communications with LEP parents. JPPSS shall designate an employee to coordinate the Committee's meetings and work ("Committee Coordinator"). The Committee Coordinator shall distribute the minutes of the Committee's meetings and any recommendations to the Superintendent and the Chief Student Support Officer.

#### Harassment Policy and Procedures

40. JPPSS shall review and revise its current policy and procedures to ensure that all complaints received, whether verbal or written, alleging discrimination on the basis of race, color or national origin, including allegations of harassment on the basis of race, color or national origin, are appropriately investigated and responded to as required by Title IV, Title VI and its implementing regulations, and are consistent with the guidance provided in OCR's Bullying and Harassment "Dear Colleague" Letter dated October 26, 2010. The policies/procedures shall ensure a prompt and equitable response and resolution of complaints alleging race, color, or national origin discrimination. Responsive actions taken by JPPSS must be reasonably calculated to prevent recurrence and assure that students are not limited in their participation or benefits as a result of a hostile environment created by students, employees, or non-employees by the alleged conduct. JPPSS shall ensure that the revised policies/procedures include, but are not limited to the following provisions:

- (a.) detail JPPSS's responsibilities for addressing bullying and harassment incidents about which it knows or reasonably should have known;
- (b.) define bullying and harassment in sufficient detail such that students and JPPSS personnel may identify what constitutes such misconduct;
- (c.) explain the steps that students should take to report bullying and harassment incidents;
- (d.) include JPPSS's obligation to take immediate and appropriate action to investigate bullying and harassment allegations, and to conduct a prompt, thorough, and impartial inquiry;
- (e.) identify JPPSS's obligation to take prompt and effective steps, when appropriate, to end the harassment or bullying, eliminate any hostile environment and its effects, and prevent the harassment or bullying from recurring, without penalizing the student who was harassed or bullied;<sup>4</sup> and

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<sup>4</sup> The United States recognizes that the specific circumstances may vary, and that there may be circumstances where

- (f.) explain JPPSS's responsibility to take steps to stop further bullying and harassment and prevent any retaliation against the person who reported harassment/bullying or against those who provided information as witnesses.

41. JPPSS shall submit its revised anti-harassment and bullying policy and procedures to the United States for review and approval no later than 30 business days after the Effective Date. The United States shall have 30 business days after receiving the proposed revisions to provide comments and recommendations to JPPSS regarding the revised policy and procedures. JPPSS shall include the final, revised harassment and bullying policy and procedures in the Handbook for the 2014-2015 school year or in a supplement in the event that JPPSS's internal publication deadlines preclude its inclusion in the 2014-2015 Handbook. JPPSS shall ensure that the revised harassment and bullying policy is included in the Handbook for all subsequent school years.

42. JPPSS shall retain the South Central Collaborative for Equity / Intercultural Development Research Association, also known as the Equity Assistance Center for Region VI ("Equity Center"), or another third-party consultant to be approved by the United States, to implement anti-harassment, anti-bullying, and diversity training during the fall semester of the 2014-2015 school year for the faculty, staff, and students of West Jefferson High School ("West Jefferson"). The training shall include:

- (a.) an overview of JPPSS's revised anti-harassment and anti-bullying policy and procedures;
- (b.) strategies for preventing harassment and bullying and ensuring that JPPSS's students understand their right to be protected from discrimination, including national origin-based harassment, and to be protected from retaliation for reporting alleged discrimination;
- (c.) strategies to ensure that students understand how to report possible violations of the policies and internal guidance related to harassment and bullying, including national origin-based harassment, and that students are aware of JPPSS's obligation to promptly and effectively respond to complaints alleging harassment and/or bullying; and
- (d.) specific suggestions for developing an effective student anti-harassment/anti-

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JPPSS determines that a student who was subjected to harassment also engaged in harassment of other students. Nothing in this paragraph is intended to alter JPPSS's authority or obligation to respond appropriately to such conduct, consistent with this Agreement and with the Handbook.

bullying program that promotes respect and tolerance for others and takes steps reasonably designed to prevent the creation of a hostile environment, with an emphasis on national origin-based harassment.

### School Climate Assessment

43. With the assistance of the Equity Center or another third party consultant approved by the United States, JPPSS shall develop and administer an annual school climate survey to the students of West Jefferson in order to assess the presence and effects of harassment and of bullying on the basis of a protected class, the inclusiveness and safety of the educational environment, and the effectiveness of the measures taken pursuant to the Agreement. The survey shall be administered in English and Spanish, translated into the other Major Languages and Lower Incidence Languages to the extent necessary for other LEP students, and shall be completed anonymously. The first surveys shall be administered during the 2014-2015 school year. The surveys shall be administered annually each school year thereafter throughout the duration of the Agreement. The Committee Coordinator or designee shall submit draft surveys to the United States for review and approval at least 30 business days prior to their administration. The Committee Coordinator or designee shall analyze the results of the surveys and incorporate this analysis into JPPSS's annual climate assessment report described below.

44. At the conclusion of each school year (beginning with the 2014-2015 school year), JPPSS shall conduct an assessment of the effectiveness of its anti-harassment and anti-bullying efforts at West Jefferson. The assessment shall be conducted by the Committee Coordinator or designee. JPPSS shall include a final written report summarizing the school climate assessment's results and recommendations in its July 31 annual report to the United States. The school climate summary report shall be posted annually on JPPSS's main website and West Jefferson's website in English and Spanish and made available to LEP parents in the other Major Languages and Lower Incidence Languages upon request. The summary report shall include:

- (a.) a review of school climate survey data and findings and the actions taken by JPPSS in response to those findings;
- (b.) a review of all reports of harassment and of bullying on the basis of a protected class and Central Office-level and school-level responses at West Jefferson;
- (c.) a determination of whether reported incidents of harassment and bullying have increased or decreased in number and severity, overall and by protected class;
- (d.) the efforts of JPPSS and investigating officials to ensure incidents of harassment and of bullying on the basis of a protected class are investigated and addressed in

- accordance with the Agreement and federal law;
- (e.) identification of areas in need of further corrective action, if any; and
- (f.) recommendations for improving JPPSS's anti-harassment and anti-bullying practices and timelines for the implementation of such recommendations.

MONITORING AND ANNUAL REPORTING  
TO THE UNITED STATES

45. JPPSS understands that the United States will not close the monitoring of the Agreement until the United States determines that JPPSS has fulfilled the terms of the Agreement in compliance with the EEOA, Title VI, and Title IV, which were at issue in the Complaint.

46. JPPSS shall maintain electronic and/or hard copy records of all information pertinent to compliance with the terms of the Agreement and shall provide such information to the United States upon request.

47. Upon providing reasonable notice to JPPSS, the United States shall have the right for its representatives, and any consultant or expert retained by the United States, to conduct site visits, observe trainings, interview JPPSS staff and students, confer with the Equity Center, and request such additional reports or data as are necessary for the United States to evaluate JPPSS's compliance with the terms of the Agreement and federal law.

48. JPPSS shall provide annually to the United States a report detailing its efforts to comply with the Agreement (the "Annual Report"). JPPSS shall submit the Annual Report in an electronic format each year for 3 years, by July 31 (or the next business day thereafter whenever July 31 occurs on a weekend), with the first report due by July 31, 2015. If any of the information required for the Annual Report for a particular school year is available in a document that JPPSS already has prepared to comply with federal law, state law, or regulation, JPPSS may include the document in its Annual Report and indicate the section of the Annual Report to which the document applies. The Annual Report shall include the following information about the school year preceding each Annual Report:

- (a.) a copy of all complaints received by JPPSS concerning barriers to registration and enrollment on the basis of a protected status, including complaints regarding JPPSS employees requesting or requiring—during the registration or enrollment process—social security numbers, social security cards, state-issued identity documents, or other documents that require proof of citizenship or immigration status to obtain;

- (b.) a copy of all complaints received by JPPSS concerning requests made by JPPSS employees for students' social security numbers, social security cards, state-issued identity documents, or other documents that require proof of citizenship or immigration status to obtain for the purpose of updating JPPSS's internal records prior to graduation or for the purpose of graduation from JPPSS's schools;
- (c.) a chart showing the number of ELL students and the number of students with LEP parents, organized by the school the students attend and identifying the primary language spoken by the student and by the student's LEP parent as required by Paragraph 26;
- (d.) the total number of requests for translation and interpretation services made by LEP parents, the number of such requests that were denied, and the basis for each denial;
- (e.) the date of each Individualized Education Program meeting where an interpreter was present, including the name and job title of the interpreter and the language interpreted (if the interpreter is not a JPPSS employee, please identify the interpreter organization or employer with which the interpreter is affiliated);
- (f.) a copy of the current JPPSS Handbook;
- (g.) a copy of JPPSS's employee translator and interpreter lists, and the list of languages and interpretation and translations services offered by JPPSS's language vendor(s) or JPPSS's outside translator and interpreter list, as required by Paragraphs 20, 24, and 24(a);
- (h.) the names and languages spoken by the members of the Committee (and the job titles of the Committee members employed by JPPSS), a copy of the Committee's minutes, and a description of any actions taken by JPPSS to implement recommendations made by the Committee;
- (i.) a summary of each training session required by the Agreement, including all trainings regarding interpretation and translation, graduation/scholarship advising, enrollment/registration, effective LEP parent communications, and bullying and harassment prevention, the date and duration of the trainings, copies of all agendas for and any materials distributed or used during the trainings, the name and position of the employees who attended the trainings;

- (j.) copies of all incident reports, discipline referrals, informal complaints, and formal complaints related to the bullying or harassment of Latino or Spanish-speaking students based on national origin at West Jefferson by other students or by JPPSS's employees, and all documentation related to such incidents occurring at West Jefferson (e.g., interview notes, correspondence with the offending JPPSS employee, correspondence with the parents of the student subject to the harassment and offending student(s), discipline referral(s), statements of findings and remedial action, and prior incidents of discrimination or harassment involving the student subject to the harassment or the offending student(s));
- (k.) a description explaining how the incident, allegation, or complaint involving the bullying or harassment of Latino or Spanish-speaking students at West Jefferson was resolved;
- (l.) a written report summarizing the results of the annual school climate assessment administered at West Jefferson and recommendations as required by Paragraph 44; and
- (m.) any other information that JPPSS believes will be helpful.

#### ENFORCEMENT

49. The undersigned representatives of the Parties affirm that they are authorized to enter into and consent to the terms and conditions of the Agreement and to execute and legally bind the Parties to it. The Agreement shall be binding upon JPPSS, all current and successor members of the Jefferson Parish School Board (the "Board") in their official capacity, the current Superintendent, and all successor Superintendents until the Agreement is dissolved.

50. In consideration for the commitments made in the Agreement by JPPSS, the United States agrees not to initiate legal proceedings regarding the matters contained in the Complaint, specifically: (a) the documentation required for student registration, enrollment, and graduation; (b) JPPSS's policies and practices for communicating with LEP parents; and (c) JPPSS's responses to alleged discriminatory harassment of Latino students as identified in the Complaint.<sup>5</sup>

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<sup>5</sup> The Agreement is not intended to address any legal issues not specifically discussed herein, including other legal issues relating to JPPSS's compliance with the EEOA, Title IV, and/or Title VI. The Agreement does not restrict or limit the United States' ability to investigate or resolve allegations not specifically discussed herein regarding JPPSS's compliance with the EEOA, Title IV, and/or Title VI.



51. The United States, consistent with its responsibility to enforce the EEOA, Title IV, and Title VI, retains the right to investigate and, where appropriate, initiate administrative enforcement and/or judicial proceedings concerning any future alleged violations of the EEOA, Title IV and/or Title VI by JPPSS.

52. In the event of a material breach of the Agreement by JPPSS or if JPPSS has failed to comply in a timely manner with any requirement of the Agreement, the United States will notify JPPSS in writing and will attempt to resolve the issue(s) in good faith with JPPSS. If the United States is unable to reach a satisfactory resolution of the issue(s) within 60 calendar days of providing notice to JPPSS, the United States may initiate civil enforcement proceedings in federal court and/or administrative enforcement proceedings.

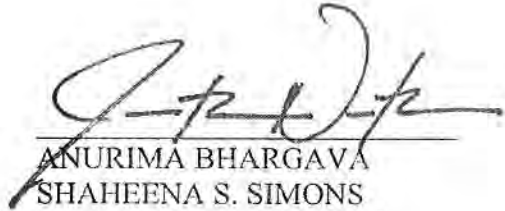
53. If any part of the Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of any other part of the Agreement.

54. The Agreement shall remain in effect for the entire 2014-2015, 2015-2016, and 2016-2017 school years and until such time as the Agreement is terminated. Prior to the Agreement's termination, the United States shall have 60 calendar days from the receipt of the Annual Report for the 2016-2017 school year to identify concerns or objections regarding JPPSS's compliance. The Parties shall work in good faith to resolve all concerns, deficiencies, or objections identified by the United States regarding JPPSS's implementation of the Agreement.

55. The following signatures indicate the consent of the Parties to all of the terms of the Agreement, which is effective on the Effective Date.

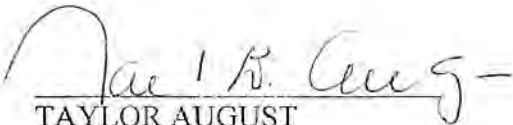
For the United States of America:

JOCELYN SAMUELS  
Acting Assistant Attorney General  
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ANURIMA BHARGAVA  
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Telephone: (202) 514-4092  
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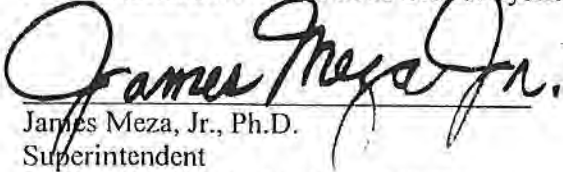
Date: July 9, 2014



TAYLOR AUGUST  
Director  
Office for Civil Rights  
Dallas Office  
U.S. Department of Education  
1999 Bryan Street, Suite 1620  
Dallas, Texas 75201-6810  
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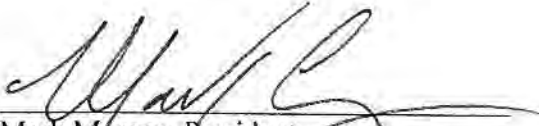
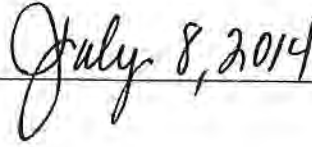
Date: July 9, 2014

For the Jefferson Parish Public School System:



James Meza, Jr., Ph.D.  
Superintendent  
Jefferson Parish Public School System  
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Telephone: (504) 349-7600

Date:



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Date:

