

**ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU**

IN THE MATTER OF THE INVESTIGATION OF
ERIC T. SCHNEIDERMAN, ATTORNEY GENERAL
OF THE STATE OF NEW YORK,

AOD No. 14-237

OF

MOUNT VERNON CITY SCHOOL DISTRICT

ASSURANCE OF DISCONTINUANCE

In May 2014, the Office of the Attorney General of the State of New York (“OAG”) began to investigate the Mount Vernon City School District (the “District”). The investigation sought to determine whether the District failed to fulfill its legal obligations concerning the provision of equal educational opportunities to District students who are English language learners (“ELLs”). Specifically, the investigation sought to determine whether the District has sufficient policies and procedures in place to assure the timely screening, identification, and placement of ELLs in appropriate instructional programs in order to allow such students to develop academically while achieving competence in the English language.

This Assurance of Discontinuance (“Assurance”) contains the OAG’s findings in connection with its investigation of the District and the relief agreed to by the OAG and the District (“the Parties”).

I.
DEFINITIONS

1. As used throughout this Assurance, the terms set forth below shall have the following meanings.
 - a. "Assurance" means this Assurance of Discontinuance.
 - b. The "District" means the Mount Vernon City School District, its schools, and its board of education, trustees, school administrators, superintendents, principals, employees, agents, representatives, or other persons acting on its behalf.
 - c. "Effective Date" means the date that this Assurance is signed by an authorized representative of the OAG.
 - d. "ELLs" means students who have been determined to be English language learners, limited English proficient, or non-English proficient and thus require assistance to overcome language barriers that impede their equal and meaningful participation in the District's instructional programs.
 - e. "Employee" means any person carried on the payroll of the District, and includes salaried and hourly employees, full-time or part-time employees, temporary, probationary or permanent employees, principals, teachers, teacher's aides and assistants, registration personnel, and secretaries or other administrative personnel.
 - f. "HLQ" means Home Language Questionnaire generated by the New York State Education Department.
 - g. "NYSESLAT" means the New York State English as a Second Language Achievement Test.

- h. "NYSITELL" means the New York State Initial Test for English Language Learners.
- i. "OAG" means the New York State Office of the Attorney General.
- j. "Part 154" means Part 154 of the New York State Education Commissioner's Regulations (Services for Pupils with Limited English Proficiency).
- k. "Parties" means the OAG and the District.
- l. Terms of construction:
 - i. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
 - ii. "All" means "any and all" and "any" means "any and all."
 - iii. "Concerning" means relating to, referring to, describing, evidencing, regarding, reflecting, or constituting.
 - iv. "Day" refers to a calendar day, not a business day.
 - v. "Including" means without limitation.
 - vi. The singular of any word includes the plural; the plural of any word includes the singular.

II.
FINDINGS

The Mount Vernon City School District

2. The Mount Vernon City School District has approximately 8,500 enrolled students currently studying at sixteen District schools.¹ The District's student population is linguistically diverse, speaking at least ten different languages. ELLs make up

¹ When used throughout this Assurance, "student" means any person below the age of twenty-one (21) currently enrolled in a District school.

approximately 35% of the District's student population, the majority of whom speak Spanish and are studying at the elementary school level.

3. The District is supervised by a Superintendent, Dr. Kenneth Hamilton, and a nine member Board of Education (the "Board") led by President Elias Gootzeit. The Superintendent serves as the chief executive officer of the District and is responsible for implementing Board policies, as well as advising and recommending action to the Board. The Board has numerous responsibilities, including drafting policies for the operation of the local schools; employing a Superintendent of Schools; authorizing the appointment of teachers and all other staff members; determining goals for educational standards; establishing a budget for the purpose of securing money for school operational needs and building programs; and authorizing specific expenditures.

The OAG's Investigation

4. In May 2014, the OAG received information alleging that the District was failing to provide instructional programs and services to ELLs. The OAG conducted an investigation that included witness interviews and review of documents, including those produced by the District, concerning pertinent policies, procedures, and practices of the District.
5. The investigation found that, in July 2013, a parent enrolled two children with the District at the elementary level, who had previously attended a school outside the District but within New York State. At the time of enrollment, the parent completed an HLQ and a Release of Student's Educational Record for each child, the latter of which allowed the District to obtain educational records from the children's previous school.

6. Aside from statements that school-level District personnel made telephone requests to the students' prior school for records pertaining to their prior screening or assessment for English language proficiency, the District produced no evidence during the investigation documenting any efforts made by the District to (i) obtain such records from the students' prior school, (ii) determine whether the students had been previously screened or assessed for English language proficiency (*e.g.*, via administration of the NYSITELL), or (iii) the results of any such assessments.
7. When questioned by the parent about the prior school's records of the students' assessment for English language proficiency, the District alternately characterized the records as lost and misplaced. The investigation found that the District's recordkeeping challenges extended beyond those records released to the District by out-of-district schools and also included challenges with the District's own internal recordkeeping. For example, early in the 2013-14 academic year, the District transferred the two students to a different elementary school within the District. After this transfer, District personnel at the second school requested that the students' parents fill out new HLQs for each student, apparently unaware that such forms had already been completed and provided to the District by the parent in July, before the academic year had begun.
8. Although each HLQ completed by the parent in July 2013 indicated that Spanish and Greek were spoken in the students' home, the District did not administer the NYSITELL to the two students within two weeks of their enrollment or even within their first semester at the school. The District failed to administer the NYSITELL to the students until spring 2014, approximately nine months after they had enrolled with the District for the 2013-14 academic year. The results of the test indicated that each student was

eligible for ELL services from the District. However, the District did not commence the provision of such services until approximately four to six weeks prior to the end of the 2013-14 academic year. As a result, the two students experienced a delay of almost a full academic year in the receipt of ELL services to which they were entitled from the District.

9. The investigation also found that the District's policies and procedures for the provision of ELL services were insufficiently detailed to ensure the delivery of such services to eligible students within the District. While certain policies expressly contemplated additional policy development in response to the needs of District students, most of the pertinent District policies did not provide effective guidance to District staff as to how to implement regulatory requirements concerning the screening and assessment of students for ELL services.

III. PROSPECTIVE RELIEF

WHEREAS, the District is subject to the Equal Educational Opportunity Act, 20 U.S.C. §1703 *et seq.*, which prohibits school districts from denying equal educational opportunity to an individual through a failure to take appropriate action to overcome language barriers that impede equal participation by students in instructional programs;

WHEREAS the District is also subject to New York Education Law § 3204, which requires school districts to provide instructional programs to students with limited English proficiency, for the purpose for enabling them to develop academically while achieving competence in the English language; as well as the Commissioner's Regulations of the New York State Education Department, including Parts 117, 154, and others, which set forth minimum standards and deadlines for the screening and assessment of students for ELL services;

WHEREAS, the OAG's investigation included interviews of parents, advocates, and other witnesses; and review of documents, including those produced by the District, concerning pertinent policies, procedures, and practices of the District;

WHEREAS, the District neither admits nor denies the OAG's findings set forth in Paragraphs 2 - 9;

WHEREAS, the Parties share commitments: to ensuring that ELLs are timely screened, identified, and evaluated for ELL services, thereby preventing delays in the District's provision of services that help ELLs overcome language barriers and develop academically; and to ensuring fair and equal access by ELLs and their parents or guardians to the full array of services offered by the District, including special education services, translation and interpreting services for school orientations, for information provided to parents on-line or in printed form, and for communication with parents or guardians in the student disciplinary process;

WHEREAS, the District has demonstrated a commitment to timely providing services to ELLs as required by law, and following initial discussions with the OAG has, in December 2014, taken preliminary steps towards implementing certain elements of the relief contained herein; and

WHEREAS, the Parties are willing to accept the terms of this Assurance to resolve the investigation into the District concerning the District's compliance with 20 U.S.C. §1703 *et seq.*, New York Education Law § 3204, and the Commissioner's Regulations identified above;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the District and the OAG, as follows:

A.
GENERAL INJUNCTION

10. The District agrees to comply with the obligations, terms, and conditions of the Equal Educational Opportunity Act, 20 U.S.C. §1703 *et seq.*; the New York Education Law § 3204; and Parts 117, 154, and 200 of the New York State Education Commissioner's Regulations.

B.
POLICIES AND PROCEDURES

11. The District shall supplement its existing policies and procedures concerning the provision of ELL services to District students by immediately adopting the procedures annexed hereto as Exhibit 1 ("Language Access Procedures").
12. Within thirty (30) days of the Effective Date, the District shall publish the Language Access Procedures on its website and provide a prominent link to it from the District's homepage.

C.
PUBLIC NOTICE

13. Within thirty (30) days of the Effective Date, the District shall submit for OAG approval an informational program to be offered to parents/guardians of District students that will explain the Language Access Procedures in an easily understood manner ("Informational Program").
14. The District shall ensure that the Informational Program is offered in such a manner as to ensure the maximum possible participation by students and parents/guardians. This may include offering the program in conjunction with other programs or at multiple times in various locations and will include providing the materials developed by the District in association with the program to students and parents/guardians who are unable to attend

the program (either on-line or via printed mailer). The District shall offer the Informational Program and the program materials in high-incidence languages within the District, including but not limited to Spanish.

15. The Informational Program shall include:
 - a. a statement regarding the District's commitment to using policies that ensure provision of equal educational opportunities to District students who are ELLs;
 - b. a description of each procedure set forth in the Language Access Procedures;
 - c. a discussion of the services and procedural protections to which ELLs and their parents/guardians are entitled under federal and state law; and
 - d. information on the District's Complaint Procedures, pursuant to Section III.E., *infra*.
16. The District shall offer the Informational Program to students and their parents/guardians within the District at least twice during each academic year covered by this Assurance.
17. The District shall further assure that content posted to the District's website, or to the websites of schools within the District, are available to ELLs and their parents/guardians by placing a translation tool on such website(s) reasonably capable of translating all website content into high-incidence languages spoken by District students. The District shall certify in writing to the OAG that such translation tool is operational on the District's website and websites of schools within the District within thirty (30) days of the Effective Date.

D.
STAFF TRAINING

18. Within thirty (30) days of the Effective Date, the District shall submit for OAG approval a training program concerning the Language Access Procedures ("Training Program"). The District shall require attendance at the Training Program by all Employees with any

duties and responsibilities affected by the Language Access Procedures. The Training Program shall include, but not be limited to, the following topics:

- a. the District's commitment to using policies that ensure provision of equal educational opportunities to District students who are ELLs;
 - b. a discussion of each procedure set forth in the Language Access Procedures, along with targeted discussion of how various Employees will be responsible for implementing procedures across various educational functions (*e.g.*, enrollment, communication with parents, retention of interpreting/translating services, evaluation for special education, discipline);
 - c. a discussion of the services and procedural protections to which ELLs and their parents/guardians are entitled under federal and state law; and
 - d. the District's Complaint Procedures, pursuant to Section III.E., *infra*.
19. Within thirty (30) days of OAG approval of the Training Program, the District shall offer a live presentation of the Training Program. The District shall require all Employees with any duties and responsibilities affected by the Language Access Procedures to attend the live presentation. The Training Program may be offered in connection with other District Employee training opportunities, but the District shall offer a live presentation of the Training Program no less than twice in each academic year covered by this Assurance. The District shall require all Employees with any duties and responsibilities affected by the Language Access Procedures to attend such presentation at least once per academic year. The District shall maintain attendance sheets at each training presentation mandated by this Assurance.

E.
COMPLAINTS & LANGUAGE ACCESS COORDINATOR

20. Within thirty (30) days of the Effective Date, the District shall submit for OAG approval procedures for how students or parents/guardians may file a complaint with the District concerning language access and the provision of services to ELLs and their parents/guardians (“Complaint Procedures”). The Complaint Procedures shall include:
- a. the identification of the names and contact information for one or more District Language Access Coordinator(s) responsible for facilitating District compliance with state and federal laws regarding language access, and for communicating with students, parents, teachers, and administrators about issues relating to the Language Access Procedures;
 - b. a description of how a student or parent/guardian may file a complaint with the District concerning language access and the provision of services to ELLs and their parents /guardians; and
 - c. an assurance of confidentiality to any student or parent/guardian who files a complaint with the District, to the greatest extent practicable while allowing for the District to address the complaint.
21. Within fourteen (14) days of OAG approval of the Complaint Procedure, the District shall publish the Complaint Procedure, as well as the name(s) and contact information for the District Language Access Coordinator(s), to the District’s website and provide a prominent link to this information from the District’s homepage. The District shall publish the Complaint Procedure in English and in high-incidence languages within the District, including but not limited to Spanish.

22. The District shall keep a centralized log of all complaints (“Complaint Log”) received pursuant to the Complaint Procedure, or received by any other means, and concerning language access or the provision of services to ELLs or their parents/guardians. The Complaint Log shall also include information on any subsequent investigation, response, or resolution of complaints. The District shall also retain documentation related to such investigations, responses, and resolutions.

F.
DATA COLLECTION, MONITORING, & REPORTING

23. Within thirty (30) days of the Effective Date, the District shall adopt and implement a centralized electronic tracking database for all District students screened for English language proficiency (“Tracking Database”). For each student seeking enrollment with the District, and for whom the HLQ lists a language other than English being spoken in the home, the District shall enter into the Tracking Database, at minimum, the following information:
- a. The student’s name/identification number, race, ethnicity, sex, age, and entering grade level;
 - b. The date the student sought enrollment;
 - c. The date the District provided the student or parent/guardian the HLQ, as well as languages listed in the HLQ as spoken at home;
 - d. The date the District conducted an informal interview of the student as part of the student’s initial screening for English language proficiency;
 - e. The date(s) on which the District requested prior educational records for the student concerning any earlier screening and assessment for English language

proficiency by a school in New York State, and the means by which the District made such requests;

- f. Information concerning the student's prior screening and assessment for English language proficiency, if applicable;
- g. The date the District administered the NYSITELL to the student, if applicable;
- h. The student's results on the NYSITELL, if applicable, and the District's determination as to eligibility for ELL services and the appropriate program placement for the student (*i.e.*, general education, bilingual program, freestanding ESL program); and
- i. Following a student's determination of eligibility for ELL services and placement in an appropriate program, the dates on which the student was annually assessed for English language proficiency (*i.e.*, via NYSESLAT).

24. Beginning on the Effective Date, and until the end of the 2017-18 school year, the District shall retain all documents pertaining to this Assurance, whether in hard copy or electronic format, including but not limited to:

- a. The Complaint Log, created pursuant to Paragraph 22, and all documentation pertaining to the complaints contained therein;
- b. The Tracking Database, created pursuant to Paragraph 23, and all documentation concerning the screening, initial assessment, program placement, and subsequent annual assessment of all students screened by the District for English language proficiency;
- c. All materials concerning versions of the Informational Program, created pursuant to Paragraph 13, that the District offers during the term of this Assurance;

- d. All materials concerning versions of the Training Program, created pursuant to Paragraph 18, that the District offers during the term of this Assurance; and
 - e. Any other documents that the OAG may request that the District retain during the term of this Assurance.
25. The District shall prepare a report and provide it to the OAG at the conclusion of each school year, through the 2017-18 school year. The reports shall contain aggregate summaries for each of the Tracking Database categories set forth in Paragraph 23, as well as the Complaint Log, created pursuant to Paragraph 22.
26. The District shall ensure that any information, documents or data maintained under the terms of this Assurance, shall be available for review by the New York State Education Department.
27. As part of this Assurance, the District shall cooperate with the OAG in the monitoring efforts set forth in this Section III.F.

IV.

SCOPE OF THE ASSURANCE, JURISDICTION, AND ENFORCEMENT PROVISIONS

28. This Assurance shall expire at the conclusion of the 2017-18 school year.
29. The OAG has agreed to the terms of this Assurance based on, among other things, the representations that the District and its counsel made to the OAG and the OAG's own findings from the factual investigation as set forth in the Findings outlined in Paragraphs 2 – 9, *supra*. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

30. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the District in agreeing to this Assurance.
31. Upon execution by the Parties to this Assurance, the OAG shall discontinue the instant investigation except as otherwise related to the enforcement of the terms of this Assurance.
32. Notwithstanding any provisions of this Assurance to the contrary, any time limits for performance fixed by the Assurance may be extended by mutual written agreement of the Parties. The Parties recognize that there may be changes in relevant and material factual circumstances during the term of the Assurance that may impact the accomplishment of its goals. The Parties agree to work cooperatively to discuss and attempt to agree upon any proposed modifications to the Assurance resulting therefrom. The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action required or permitted to be taken pursuant to the Assurance to effectuate its terms.
33. The District represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. The District agrees not to take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects the District's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding

and is not intended, and should not be construed, as an admission of liability by the District.

34. This Assurance may not be amended except by an instrument in writing signed on behalf of all the Parties to this Assurance.
35. This Assurance shall be binding on and inure to the benefit of the Parties to this Assurance and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.
36. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
37. No provision of this Assurance shall be interpreted to require the disclosure of student education records where prohibited by the Family Educational Rights and Privacy Act.
38. To the extent not already provided under this Assurance, the District agrees to, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance.
39. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

OAG
Justin Deabler
Assistant Attorney General
Office of the Attorney General
Civil Rights Bureau
120 Broadway
New York, New York 10271
(212) 416-8250
(212) 416-8074 (fax)
Civil.Rights@ag.ny.gov (email)

The District
District Clerk
Mount Vernon City School District
165 North Columbus Avenue
Mount Vernon, NY 10553
(914) 665-5235

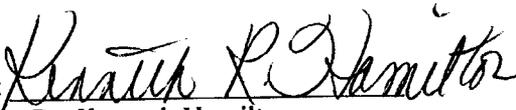
Any changes in the person to whom communications should be specifically directed shall be made in advance of the change.

40. If a court of competent jurisdiction determines that the District has breached this Assurance, the District shall pay to the OAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.
41. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS THEREOF, this Assurance is executed by the parties hereto on January 15, 2015.

Dated: Mount Vernon, New York
January 14, 2015

**MOUNT VERNON CITY
SCHOOL DISTRICT**

By: 

Dr. Kenneth Hamilton
Superintendent
Mount Vernon City School District

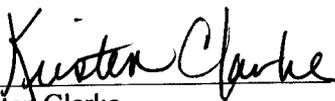
By: 

Elias Gootzeit
President, Board of Education
Mount Vernon City School District

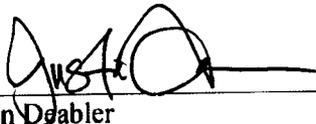
CONSENTED TO:

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

Dated: New York, New York
January 15, 2015

By: 

Kristen Clarke
Bureau Chief



Justin Deabler
Dariely Rodriguez
Assistant Attorneys General
Office of the New York State Attorney General
120 Broadway
New York, New York 10271
Tel. (212) 416-8250
Fax (212) 416-8074

EXHIBIT 1:
MOUNT VERNON CITY SCHOOL DISTRICT
LANGUAGE ACCESS PROCEDURES

Definitions:

The following defined terms are used throughout the Language Access Procedures:

1. “**Commissioner**” means the Commissioner of the New York State Education Department.
2. “**CSE**” means Committee on Special Education.
3. “**District**” means the Mount Vernon City School District, its schools, and its board of education, trustees, school administrators, superintendents, principals, employees, agents, representatives, or other persons acting on its behalf.
4. “**ESL**” means English as a second language.
5. “**HLQ**” means the Home Language Questionnaire generated by the New York State Education Department.
6. “**LEP**” means limited English proficient.
7. “**NYSED**” means the New York State Education Department.
8. “**NYSESLAT**” means the New York State English as a Second Language Achievement Test.
9. “**NYSITELL**” means the New York State Initial Test for English Language Learners.

Procedure: Initial Screening and Assessment of Students for English Language Proficiency

This procedure shall be used during the enrollment process when District personnel screen and assess students for English language proficiency, pursuant to Parts 117 and 154, respectively, of the New York State Regulations on Identification and Services to LEP Students (8 NYCRR §§ 117, 154).

The District shall administer the HLQ to the student/guardian present at enrollment. The District shall provide a copy of the HLQ in English or in the student/guardian’s native language, when necessary. The District shall have present an interpreter appropriately trained and qualified in the student/guardian’s native language in order to conduct an informal interview and complete the student’s initial screening for English proficiency.

In the event the District does not have a copy of the HLQ in a student/guardian’s native language, either from NYSED or another source, the District shall make an appointment for the

student/guardian to return at a later time to complete enrollment, and shall also determine whether, at that later appointment, the student/guardian needs an interpreter for such appointment. Prior to a student/guardian's second enrollment appointment, the District shall use an independent translation service to create a copy of the HLQ in the student/guardian's native language. At the student/guardian's second enrollment appointment, the District shall have present an interpreter appropriately trained and qualified in the student/guardian's native language in order to conduct an informal interview and complete the student's initial screening for English language proficiency.

No later than two weeks after a student's enrollment in the District, the District shall administer the NYSITELL in order to complete the student's screening and assessment for English language proficiency. Based upon the student's results on the NYSITELL, a student identified as English proficient shall be placed in a general education program, while a student identified as an ELL shall be placed in a bilingual education or freestanding English as a Second Language program.

At the first enrollment appointment with the student/guardian, the District shall obtain a Release of Student's Educational Record from the student/guardian. If the student lists having previously attended another school within New York State, the District shall promptly request from the student's prior school all records concerning the student's previous screening and identification for English language proficiency. The District shall use all reasonable means to identify the existence of and obtain such records from the student's prior school within two weeks of the student's enrollment with the District. Such reasonable means include, but are not limited to, directly contacting the prior school or district within New York State concerning such records and inquiring of the student/guardian concerning whether such screening and assessment occurred at the student's prior school within New York State. If, within two weeks of the student's enrollment, the District receives educational records reflecting the student's prior assessment via NYSITELL by a school within New York State, the District shall use such records for the student's eligibility and placement in appropriate ELL instructional programs. If a student lists having previously attended another school within New York State, the District shall administer the NYSITELL to the student if, after two weeks following the student's enrollment, and after using reasonable means to obtain records from the prior school, the District is unable to obtain records concerning the student's prior screening and assessment for English language proficiency by another school within New York State.

The District shall retain all documents concerning its screening and assessment of students for English language proficiency (*e.g.*, HLQs, students' results on the NYSITELL, students' educational records of prior screenings by other districts within New York State). If a student screened and assessed by the District for English language proficiency transfers or changes schools within the District, the District shall not require the student/guardian to go through the screening and assessment process a second time. Following such a transfer, the District shall refer to such student's records for screening and assessment maintained by the District in order to assure the continuity of ELL services provided by the District to eligible students.

Procedure: Annual Evaluation of LEP Students

This procedure shall be used when District personnel annually assess the English language proficiency of LEP-designated students, pursuant to Parts 117 and 154, respectively, of the New York State Regulations on Identification and Services to LEP Students (8 NYCRR §§ 117, 154)

Annually, the District will administer the NYSESLAT to each LEP-designated student. The District shall provide notification to the parent/guardian of each LEP-designated student of the results of such assessment and the District's determination as to whether the student should continue receiving ESL/bilingual services. Such notification shall be provided in English and the parent/guardian's native language, if it is a language other than English, as indicated on the HLQ. If the District does not have personnel fluent in the parent/guardian's native language who can translate the notification into such language, the District shall contract with an independent translation service to create a copy of the notification in the parent/guardian's native language.

Procedure: Parental Notification of Student Placement in District Bilingual/ESL Program

This procedure shall be used to notify a student's parent/guardian upon the District's determination that a student qualifies for placement in a bilingual or free-standing ESL program, pursuant to Part 154 of the New York State Regulations on Identification and Services to LEP Students (8 NYCRR § 154).

Following a District assessment that a student qualifies for a bilingual or ESL program (e.g., via NYSITELL), the District shall notify the student's parent/guardian of this placement in both English and the language the parent/guardian understands, if it is a language other than English, as indicated on the HLQ. In the event the District does not have the notification in the language indicated by the parent/guardian on the HLQ, the District shall contact NYSED to obtain the notification in such language. In the event the District cannot obtain the notification in such language from NYSED, the District shall use an independent translation service to translate the notification into the language indicated by the parent/guardian on the HLQ.

Procedure: Notifications and Interpreters for District Bilingual/ESL Program Orientations

This procedure shall be used when the District provides parents/guardians of new-entrant LEP students an orientation on standards and program requirements for District bilingual/ESL programs, pursuant to Part 154 of the New York State Regulations on Identification and Services to LEP Students (8 NYCRR § 154).

The District shall provide notification to the parents/guardians of LEP-designated students of orientation event(s) concerning District bilingual/ESL programs. Such notification shall be provided in English and the parent/guardian's native language, if it is a language other than English, as indicated on the HLQ. If the District does not have personnel fluent in the

parent/guardian's native language who can translate the notification into such language, the District shall contract with an independent translation service to create a copy of the notification in the parent/guardian's native language. In such notification, the District shall ask whether the parent/guardian requires an interpreter to be present at the orientation event and shall provide instructions as to how the parent/guardian may request an interpreter from the District, at no cost to the parent/guardian. In the event the District does not employ personnel fluent in the parent/guardian's native language who can attend and interpret at an orientation event, the District shall contract with an independent interpreting service to provide an interpreter for such event.

Procedure: Parental Notification of Evaluation for Special Education Services

This procedure shall be used when the District communicates with the parents/guardians of students being referred, evaluated, or placed for special education services in the District, pursuant to Part 200 of the New York Codes, Rules, and Regulations (8 NYCRR § 200).

The District shall provide notification to a student's parent/guardian of the District's intent to evaluate the student for a disability. Such notification shall be in English and in the language used by the parent, if it is a language other than English, as indicated on the HLQ. If the District does not have personnel fluent in the language used by the parent/guardian and who can translate the notification into such language, the District shall contract with an independent translation service to create a copy of the notification in such language. At the time of the District's initial referral of a student for evaluation, the District shall also provide a copy of the Commissioner's procedural safeguards notice in English and the parent/guardian's native language, if it is a language other than English, as indicated on the HLQ. If the District cannot obtain the procedural safeguards notice in the parent/guardian's native language from NYSED, the District shall contract with an independent translation service to create a copy of the notice in the parent/guardian's native language.

Procedure: Evaluation for Special Education Services, Parental Notification of Results, and Parental Participation in CSE Meetings

This procedure shall be used when the District refers, evaluates, or places LEP-designated students for special education services, pursuant to Part 200 of the New York Codes, Rules, and Regulations (8 NYCRR § 200).

Evaluation: When an LEP-designated student is being evaluated for special education services, the District shall use an evaluator fluent in the student's native language, as indicated on the HLQ. If the District does not employ personnel both qualified to evaluate the student and fluent in the student's native language, the District shall contract with an independent service to obtain an evaluator fluent in such language to conduct the evaluation.

Notification of results: The District shall provide the results of such evaluation to the student's parent/guardian in his/her native language, as indicated on the HLQ. If the results are communicated in written form, the District shall translate the results into the parent/guardian's native language. If the District does not have personnel who can translate the results into such language, the District shall contract with an independent translation service to do so. If the results are communicated orally to the parent/guardian, the District shall provide an interpreter who is fluent in the parent/guardian's native language and can interpret the results for such parent/guardian. In the event the District does not employ personnel fluent in the parent/guardian's native language, the District shall contract with an independent interpreting service to provide an interpreter to communicate the results of the student's evaluation.

Participation in CSE meetings: Once an LEP-designated student has been evaluated for special education services, the District shall provide notification to the student's parent/guardian of a CSE meeting and request the parent/guardian's attendance at such meeting. Such notification shall be provided in English and the parent/guardian's native language, if it is a language other than English, as indicated on the HLQ. If the District does not have personnel fluent in the parent/guardian's native language who can translate the notification into such language, the District shall contract with an independent translation service to create a copy of the notification in the parent/guardian's native language. In such notification, the District shall ask whether the parent/guardian requires an interpreter to be present at the CSE meeting and shall provide instructions as to how the parent/guardian may request an interpreter from the District, at no cost to the parent/guardian. In the event the District does not employ personnel fluent in the parent/guardian's native language who can attend the CSE meeting, the District shall contract with an independent interpreting service to provide an interpreter for such meeting.

Procedure: Parental Notification of Disciplinary Action; Disciplinary Hearings

This procedure shall be used with LEP-designated students facing possible disciplinary action by the District, pursuant to New York Education Law § 3214 and Part 100 of the New York Codes, Rules, and Regulations (8 NYCRR § 100).

Notification: Whenever the District proposes a suspension or disciplinary action against an LEP-designated student, the District shall provide written notification to the student's parent/guardian. Such notification shall be in English and in the dominant language or mode of communication used by the parent/guardian, if it is a language other than English, as indicated on the HLQ. If the District does not have personnel fluent in the dominant language used by the parent/guardian who can translate the notification, the District shall contract with an independent translation service to translate the notification.

The notification shall (i) provide a description of the incident(s) for which suspension is proposed, (ii) inform the student's parent/guardian of his/her right to request an informal conference with the school principal, in the case of proposed suspensions of five days or less,

(iii) ask whether the parent/guardian requires an interpreter to be present at such an informal conference, and (iv) provide instructions as to how the parent/guardian may request an interpreter from the District for such conference, at no cost to the parent/guardian. In the event the District does not employ personnel fluent in the parent/guardian's native language who can attend such an informal conference, the District shall contract with an independent interpreting service to provide an interpreter for such event.

Hearings: Whenever the District intends to convene a disciplinary hearing for an LEP-designated student facing a proposed suspension longer than five days, the District shall provide written notification to the student's parent/guardian. Such notification shall be in English and in the dominant language or mode of communication used by the parent/guardian, if it is a language other than English, as indicated on the HLQ. If the District does not have personnel fluent in the language used by the parent/guardian who can translate the notification, the District shall contract with an independent translation service to translate the notification.

The notification shall (i) ask whether the parent/guardian requires an interpreter to be present at such hearing, (ii) ask whether the parent/guardian consents to the use of District personnel to act as an interpreter at such hearing, and (iii) confirm to the parent/guardian that if (s)he does not consent to such use of District personnel, the District will provide an interpreter from an independent interpreting service for the disciplinary hearing, at no cost to the parent/guardian.