

Agreement

between

The United States of America

and

**The Board of Education of the
Toledo City School District**

The Board of Education of the Toledo Public Schools (“Board”) voluntarily enters into this agreement (“Agreement”) with the U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section and the United States Attorney’s Office for the Northern District of Ohio (collectively, the “United States”), regarding the Board’s administration of student discipline and communication with Limited English Proficient (“LEP”) Parents about education programs and activities in the Toledo Public Schools District (“District” or “TPS”).

This Agreement resolves the United States’ investigation under Title IV of the Civil Rights Act of 1964 (“Title IV”), 42 U.S.C. § 2000c, *et seq.*, pertaining to allegations of disparate treatment of individual students on the basis of race; Title II of the Americans with Disabilities Act of 1990 (“Title II”), 42 U.S.C. 12131 – 12161; 28 C.F.R. Part 35, pertaining to allegations of discriminatory treatment of individual students on the basis of disability; and the Equal Educational Opportunities Act of 1974 (“EEOA”), 20 U.S.C. § 1701, *et seq.*, pertaining to allegations of failure to provide adequate translation and interpretation services for LEP parents. The signatories undertake this Agreement to avoid litigation and for the purposes of judicial and governmental economy. In consideration of, and consistent with, all the terms of this Agreement, the United States agrees to refrain from undertaking further investigation into, or pursuing legal proceedings regarding, all matters addressed in the Agreement, except those rights and remedies expressly identified in the Agreement. This Agreement does not relieve the Board from fulfilling any other obligations of federal or Constitutional law.

I. DEFINITIONS

1. **Alternative Program** refers to education programs at locations separate from the student’s general education setting, such as Pathways to Success and the ACE Learning Center, used by the District to serve students who have been removed from their home school for violating the Student Code of Conduct.

2. **English Language Learners** or **EL** refers to students who require assistance to overcome language barriers that impede their equal and meaningful participation in the District’s instructional programs.

3. **Exclusionary Discipline** refers to any disciplinary consequence that removes a student from classroom academic instruction, including, but not limited to: In-School Suspension, Out-of-School Suspension, placement in an Alternative Program, and Expulsion. Exclusionary Discipline does not include consequences such as after-school detention or a brief “timeout” (i.e., a documented behavioral intervention of a limited and specified time of no more than approximately 10 minutes, in which a student is separated from the class within the classroom or in a non-locked setting, without physical restraints, for the purpose of self-regulating and controlling his or her own behavior).

4. **Expulsion** refers to an out-of-school disciplinary consequence of more than 10 school days imposed by the District for violations of the Student Code of Conduct.

5. **In-School Suspension** refers to an in-school disciplinary consequence for violations of the Student Code of Conduct that removes a student from the regular classroom and

places the student in a different in-school setting during the course of the regular school day (including placement in a Behavioral Intervention Center (“BIC”)).

6. **LEP** refers to Limited English Proficient individuals, or individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English, and may therefore require assistance to communicate or access services.

7. **Major Languages** refers to Spanish, the language most commonly spoken by ELs in the District, and any language spoken by 100 or more Parents in the District based on Parental responses to questions on the home language survey each school year.

8. **Out-of-School Suspension** refers to an out-of-school disciplinary consequence of fewer than 10 school days.

9. **Parent** refers to either or both biological or adoptive parent(s) of the student or the student’s legal guardian.

10. **Positive Behavior Supports** or **PBS** refers to a school-wide systematic approach to embed evidence-based practices and data-driven decision making to improve school climate and culture, improve academic and social outcomes, and increase learning for all students. **PBS** includes both the Positive Behavior Interventions and Supports (“PBIS”) model and Positive School Climate model.

11. **School Core Behavior Team** refers to a group of faculty, staff, and/or administrators at each school, designated by the Superintendent, the person assigned to track and assist with implementation of the District’s **PBS** framework, or the school principal, who the District authorizes to administer or assign disciplinary consequences at the school. The Team includes school officials with diverse professional and personal backgrounds and experiences, as well as at least one professional with a special education background, wherever practicable.

12. **School Resource Officer** or **SRO** refers to a police officer assigned to or stationed in the District’s schools, employed by either the Toledo Public Schools or the Toledo Police Department. **Campus Protection Officers** refers to security personnel employed by the District assigned to and stationed in District Schools.

13. **Student Code of Conduct** refers to the District-level policy for student behavior and discipline.

14. **Tier I** refers to the **PBIS** systems and supports that are intended to be provided to all students; **Tier II** refers to **PBIS** systems and supports that are intended to be provided to a targeted group of students who need additional levels of support; and **Tier III** refers to **PBIS** systems and supports that are intended to be provided to certain students who need intensive individualized support.

15. **Toledo Public Schools**, the **District**, and **TPS** refer to the Toledo Public Schools, the Board of Education, and the schools it operates.

II. STUDENT DISCIPLINE

A. Staffing and Accountability

16. The District will continue to assign an employee to track and assist with implementation of the District's Positive Behavior Supports framework, including analyzing classroom, grade, and school-level discipline to ensure equal treatment of similarly situated students, developing plans to address any identified concerns, and coordinating professional development to support implementation of PBS.

17. The District will continue to use its Discipline Working Group¹ to advise the District on its implementation of non-discriminatory discipline practices. The Discipline Working Group will include diverse representation from the District's pool of teachers, administrators, and PBS coordinators. The District will make good faith efforts to include students, Parents, and community members.

18. The District will retain and consult with a qualified third-party consultant mutually agreed upon by the District and the United States ("Consultant"), to provide technical assistance related to the District's implementation of and compliance with the terms of this Agreement.²

19. The District will ensure that each of its schools maintains a School Core Behavior Team.

20. The responsibilities described in this Agreement are the obligations of the District and it has authority to assign day-to-day responsibility for the implementation of these provisions to its staff as appropriate. The District will communicate to all relevant staff, including teachers, administrators, Campus Protection Officers, and SROs, their roles and responsibilities in implementing the terms of this Agreement, and will provide sufficient training and support to carry out those responsibilities.

21. For SROs employed by the Toledo Police Department ("TPD"), the District will seek to ensure that the Memorandum of Understanding with the TPD includes any necessary terms to comply with this Agreement.

B. Positive Behavior Support

22. The District will not tolerate discrimination on the basis of race or disability when enforcing the Student Code of Conduct and in its law enforcement referrals. The District will provide resources, training, and oversight to support full and effective PBS implementation at all

¹ The "Discipline Working Group" refers to a committee formed by the District to consider potential changes to the District's discipline policies that would further the District's efforts to ensure non-discriminatory discipline practices.

² When selecting the Consultant, the Parties will consider cost and the District's budgetary constraints. The District will give the Consultant access to relevant information, including data and documents, in connection with this consultation, but will ensure that student privacy is maintained in accordance with all applicable laws.

schools. The United States will assess the District's compliance with its obligations under this Agreement consistent with Paragraph 61.

23. The Consultant will provide guidance to the District on training, supporting, and monitoring schools' PBS implementation. The Consultant will assist the District in reviewing relevant policies, forms, and other documents to ensure that they support the implementation of PBS. As part of its PBS program, the District will work with the Consultant to develop model behavior assessments and interventions and other appropriate tools to provide reasonable modifications to policies for students with disabilities.

24. The District and the Consultant will work with all schools to ensure that their PBS programs address the unique needs of each school. Where recommended by the Consultant or requested by the District, the District and the Consultant will conduct a needs assessment to meet this requirement.

25. Schools that are implementing a Positive Behavior Intervention and Supports system will implement Tier II and Tier III strategies, including individualized interventions for students with disabilities and evaluations for students who may have disabilities, along with Tier I strategies no later than the start of the second semester of the 2020-21 school year. Schools implementing a Positive School Climate program will implement targeted and intensive supports for students with disabilities not responding to the school's general support strategies.

26. The PBS program at each school will include a data collection and review component consistent with Section I.G below, including School-wide Information System (SWIS) data or other student information system or other summary reports showing disaggregated discipline by race and disability.

27. At least once each school year, the Consultant will conduct a fidelity assessment for all tiers or programs of support at each school. The fidelity assessment should assess the components of PBS at each school; evaluate the ongoing efforts for behavior support; determine the areas of progress and the ongoing challenges and determine the school-wide goals for the next semester. In coordination with the District, the Consultant will meet with the school administrator, School Core Behavior Team, and the person assigned to track and assist with implementation of the District's PBS framework to analyze the results of the fidelity assessment and respond if appropriate, consistent with the terms of the Agreement.

C. Procedures Regarding Law Enforcement Referrals and Exclusionary Discipline

28. The District will consult with administrators, the Discipline Working Group, SROs, and the Consultant, and make a good faith effort to consult with Parents and students, to identify ways to minimize unnecessary referrals to SROs and other law enforcement personnel for student misconduct that does not involve threats to safety or conduct that can be safely and appropriately handled by school personnel and the District's internal disciplinary procedures, and to provide clear guidance to school personnel on when and how such referrals should occur.

29. School administrators, if not a member of the School Core Behavior Team, seeking to remove a student from school will consult with a member of the School Core

Behavior Team prior to taking such action, unless a student's presence in school poses a threat to safety or to property of significant value, or such consultation is determined to be impracticable based on the specific circumstances. The School Core Behavior Team will ensure that the removal is not on the basis of race or disability. If the Team identifies concerns about different treatment on the basis of race, or discrimination on the basis of disability, the Team will ensure that the student is treated in a non-discriminatory manner. Where appropriate, the Team will consult with District-level staff to provide additional support to ensure non-discriminatory discipline at the school, such as additional training and coaching sessions with staff.

30. When the administrator is unable to consult with a member of the Team prior to removing the student from school, the administrator will consult with a member of the Team as soon as practicable thereafter and document the reasons preventing consultation prior to removal. The District will review, by school, administrators' documentation of the number and nature of disciplinary removals that were made without School Core Behavior Team consultation and provide support and training as needed to ensure compliance with this Agreement. The Parties acknowledge that school officials must make judgments about the severity of any given situation based upon the totality of the circumstances and the information known to them at the time of the incident.

D. Alternative Programs and In-School Suspension Programs

31. The District will ensure that, if an Alternative Program or In-School Suspension program accepts students with disabilities, the program has staff with appropriate credentials and training to serve those students, and is able to provide reasonable modifications to policies and practices to those students as needed. The District will conduct on-site monitoring of these programs at least once per semester to ensure that staff at Alternative Programs and In-School programs that serve students with disabilities have appropriate credentials and training to serve those students, and that staff are providing reasonable modifications where needed.

E. Procedural Due Process Protections

32. The District will designate a District-level administrator as the direct contact for all student and Parent complaints and concerns regarding the alleged discriminatory administration of discipline based on race and/or disability that are not resolved at the school level. This designee will be an impartial District-level administrator who was not involved in the circumstances giving rise to the student/Parent's complaint or concern, and will work with District and school-level administrative staff to respond to those concerns. In consultation with the Consultant, the District will train this designee on how to resolve discipline-related complaints.

33. The District will ensure that disciplinary consequences minimize students' loss of instructional time and that students who do lose instructional time because of exclusionary discipline are provided reasonable opportunities to make up missed work.

34. The District will provide students who are suspended during the administration of local, state, or national assessments with an opportunity to take the assessment and to participate in related test preparation activities. The District must make reasonable modifications to its

policies and procedures to provide students with disabilities subject to Exclusionary Discipline equal opportunities to take such tests.

F. Professional Development

35. By September 1, 2020, the District will submit to the United States a professional development plan for all teachers, long-term substitutes, paraprofessionals, administrators, counselors, Alternative Program and In-School Suspension staff members, SROs, Campus Protection Officers, and all other personnel the District determines will need training to implement this Agreement. The plan will be developed with the Consultant, if the Consultant has been engaged by then, and will include specific details about training, coaching, and mentoring per Paragraphs 37-38. If the United States has concerns that the professional development plan is not consistent with the terms of this Agreement, the parties will consult with the Consultant and will negotiate in good faith to agree upon a professional development plan. If the parties are unable to agree on a professional development plan, the parties will follow the procedures outlined in Paragraph 61-63.

36. The District will reinforce the formal professional development plan through informal support, coaching, mentorships, and school meetings conducted by individuals with experience in and knowledge about school-based PBS initiatives. The District will collaborate with the Consultant regarding effective informal support it can provide to staff.

37. The professional development plan will include training for staff, except for SROs and Campus Protection Officers (see Paragraph 38 for the training requirements applicable to SROs and Campus Protection Officers), on the following topics:

- (a) a review of applicable policies, and how to comply with the District's policy prohibiting discrimination on the basis of race and disability;
- (b) practical and detailed descriptions of the Student Code of Conduct, including descriptions of the alternatives to Exclusionary Discipline available, and explanations of the requirement to use interventions and corrective practices before assigning Exclusionary Discipline, unless a student's presence in school poses a threat to safety or to property of significant value;
- (c) strategies and professional support for classroom management and student discipline, including the circumstances in which it is appropriate to request the involvement of an SRO or other law enforcement;
- (d) working with students with disabilities, including mental health and emotional disabilities, conducting functional behavior assessments, developing and implementing Behavioral Intervention Plans, appropriately using seclusion and restraints, and providing reasonable modifications to policies and practices; and
- (e) any other training the District determines is needed to implement the terms of this Agreement.

38. The professional development plan will include training for SROs and Campus Protection Officers about:

- (a) bias-free policing;
- (c) working with students with disabilities, including mental health and emotional disabilities;
- (d) de-escalation techniques and conflict resolution;
- (e) the PBS program at the school where the SRO and Campus Protection Officer works or assigned; and
- (f) any other training the District determines is needed to implement the terms of this Agreement.

39. All participants in the training will sign a statement verifying that the individual attended the training and understands the content.

40. The District will offer all SROs and Campus Protection Officers the opportunity to attend other District trainings on PBS, and disciplinary policies and procedures.

41. The District will annually reevaluate its training based on feedback from participants and the Consultant, and the data it collects on PBS and arrests, and implement changes, if needed, aimed at improving effectiveness.

42. The District will make reasonable, good faith efforts to provide the funding and allocation of time for the agreed upon training called for in this Agreement on an annual basis. If the District is unable to provide such funding and time, it will confer with its Consultant and provide the United States with notice, explanation, and proposed alternative, and the parties will discuss a course of action within 30 days.

43. The District will develop a multi-year plan that creates incentives for individuals to obtain special education certification and teach special education in the District, including a plan for long-term substitutes assigned to special education classrooms to obtain teaching certification and special education certification. The District will make this program a priority within the constraints of the District's budget. In recognition that long-term substitutes in special education classrooms need additional support, assistance, coaching, and mentorship, the District will reevaluate its resource allocation to special education supervision and determine a protocol for supporting long-term substitutes in special education classrooms. This protocol will include clear guidance for school administrators and the District's Cross Categorical Supervisors. The District will submit this plan to the United States by the start of the second semester of the 2020-21 school year for review and comment. The United States will provide comments within 60 days so that the District may begin implementing the plan as soon as practicable following the District's receipt of comments from the United States.

G. Recordkeeping, Information Collection, Analyses, and Responses

44. All TPS personnel will use the same procedures for data entry and record maintenance.

(a) The District will maintain a database or hard copy file to record each discipline referral that includes, at a minimum, the following information: the student's name (or unique student identifier), race, ethnicity, sex, school, grade and age, disability status (including, where applicable, the primary IDEA or Section 504 eligibility basis), EL status, referring staff member, infraction, date and description of incident, student's prior disciplinary history, consequence, date the consequence was imposed, the length of time of the consequence, description of interventions attempted prior to imposing an exclusionary consequence, and whether the Parent appealed any aspect of the disciplinary decision.

(b) For all incidents in which an SRO or other law enforcement is involved, the District will capture, at a minimum, the information required for all disciplinary infractions as described in Paragraph 44(a), and the following additional information: the name of the law enforcement agency and officer involved, description of how the SRO became involved (if responding to a call, the name of the person who called the SRO); the outcome of the incident if known, including whether the student was referred to school administration, arrested, restrained (including handcuffs), or referred to the Lucas County Juvenile Assessment Program, the Police Prevention Team, or another diversion program; and if the student was arrested, on what charge(s) and whether referral to law enforcement was mandatory under state or municipal law.

45. The District will review individual disciplinary records from each school at least quarterly to identify any instances of disparate treatment of individuals based on race in the imposition of Exclusionary Discipline, the severity of discipline consequences, law enforcement referrals, and restraint and seclusion, and will work to identify its causes and contributing factors. In addition, staff will consult with the District-designee for student and Parent complaints and concerns regarding the administration of discipline.

46. The District will review individual disciplinary records from each school at least quarterly to identify any instances of discriminatory treatment of individuals based on disability in the imposition of Exclusionary Discipline, law enforcement referrals, and restraint and seclusion. In addition, staff will consult with the District-designee for student and Parent complaints and concerns regarding the administration of discipline.

47. If the District finds disparate treatment of students in discipline based on race and/or discriminatory treatment of students in discipline based on disability, it will develop appropriate and prompt responses, such as: additional coaching for teachers, additional resources for students, adjusting the school's PBS implementation plan, adjusting the student's disciplinary records, providing students with compensatory school work for the time missed from school, and working with the Consultant to develop other or additional remedies. District-level staff will work closely with school-based staff in developing appropriate responses.

48. For students with disabilities or suspected of having disabilities, the School Core Behavior Team at each school will consider if there are additional or different interventions that

can be recommended, including evaluations for possible disabilities or re-evaluation of Behavior Intervention Plans.

H. Student, Parent, and Community Engagement

49. At least once per school year, the District will hold a community meeting with the Discipline Working Group, Parents, faculty, and other interested community members, at which the District and Discipline Working Group will discuss discipline and school safety. At the meeting, the District will, among other things, provide an opportunity at the meeting for Parents to raise any concerns or provide recommendations about discipline; advise Parents about relevant District policies and procedures; and inform Parents that complaints about student discipline can be submitted to the designated District-level administrator as described in Paragraph 32.

III. LANGUAGE ACCESS

50. To identify LEP Parents who need language assistance, the District will ask parents to indicate on the state required Language Usage Survey in what language(s) they would prefer to communicate through interpreters and/or translations. The District will make this information readily accessible to administrators and teachers through the student information system. By the 2020-21 school year, the District will train its employees to review this information before scheduling meetings with parents and sending out notices to parents. During this training, the District will explain how to obtain qualified interpreters and translations of essential information into the District's Major Languages. The District also will add a statement (in English and the District's Major Languages) to its registration packet, its online registration form, and the homepage of the District and school websites about the availability of interpretation in multiple languages and how to request an interpreter or a translation.

51. The District agrees to give LEP Parents access to school-related information provided to other parents as follows:

(a) Notices or documents containing essential information³ that are distributed at the District or school level will be translated into the District's Major Languages and

³ "Essential information" includes, but is not limited to: (a) report cards and other academic progress reports; (b) documents concerning academic options and planning; (c) documents concerning enrollment or registration; (d) documents concerning screening procedures requesting a student's language background, a parent's preferred language of communication, and the process for refusing all or only specific EL services; (e) requests for parent permission for student participation in District/school-sponsored programs and activities; (f) promotional materials and announcements distributed to students that contain information about school and District activities for which notice is needed to participate in such activities (e.g., testing, co-curricular activities requiring an application, parent-teacher conferences, open houses); (g) notice of procedural safeguards in the context of providing children with disabilities with a free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Individuals with Disabilities Education Act (IDEA); (h) documentation related to eligibility and placement decisions under Section 504 and IDEA; (i) information about student discipline; (j) parent handbooks; (k) information related to public health and safety; and (l) any other written information describing rights/responsibilities of parents or students and benefits/services available to parents and students. To the extent written materials such as newsletters do not provide information that meets this definition, the District will translate such materials upon request.

distributed to parents speaking those languages; and speakers of languages other than the Major Languages will be provided, in a timely manner, written translations or interpretation of the documents in a language they understand either upon request or if the need for such translation becomes apparent to the District.⁴

(b) Oral communications of essential information will be provided in a language the parent understands by means of an 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.

52. All District or school-provided interpreters, whether paid District employees, contractors, or volunteers, will be: bilingual and demonstrably qualified and competent to interpret; trained in providing the interpretation they are asked to provide or sufficiently knowledgeable in both languages of any specialized terminology needed to provide the requested interpretation accurately; and trained in the ethics of interpretation (e.g., the need for accuracy and confidentiality in interpretation). Except in an emergency, the District will not use students, family or friends of LEP Parents, or Google Translate for interpretation of District- or school-generated documents containing essential information. If there is an emergency and no District interpreter is available, the District will follow up with the Parent in a timely manner to communicate, through a qualified interpreter or translation, the information that was communicated by other means.

53. To ensure that all schools have access to already translated information, the District will provide central office and school-based employees with electronic access to an accurate and current inventory of translated District-level and school-specific documents. The District will continue to expand the inventory to include translations of all District-level and school-level essential information in the Major Languages. To assist all schools in communicating with LEP Parents, the District will provide principals with a list of the names, languages, and contact information for all District employees, contractors, and others who provide translation and interpretation services. The District's annual training for administrators and teachers will explain the policies and procedures for translation and interpretation services.

IV. MONITORING, ENFORCEMENT, AND TERMINATION

54. This Agreement will become effective the date the 2020-21 school year starts.

55. The District will maintain records of all information required by the terms of this Agreement or relied on by the District to produce the reports described in Paragraphs 58-60 and will provide such information to the United States upon request.

56. The District understands that the United States retains the right to evaluate the District's compliance with this Agreement, including the right to conduct site visits, observe trainings, interview District staff, including contractors for the District (subject to any applicable collective bargaining agreements), students (with prior parental consent) and request such additional reports or data as are reasonably necessary for the United States to monitor the District

⁴ The District agrees to extend this translation obligation to essential information on the District's website.

and to determine whether the District is in compliance with this Agreement and relevant federal laws.

57. The District agrees, to the extent practicable, to submit all reports and records to the United States in a searchable and usable electronic format. Specifically, for any request for a collated list of data, the District will provide the information using a Microsoft Excel spreadsheet, with the delineated data separated by appropriate columns and rows, along with a corresponding data dictionary/key. For any request for copies of documents, such as policies or reports, the District will provide the information as a searchable (OCR) Adobe Acrobat file, if available. To the extent any information is available online, the District will provide the URL address(es) where the information is located.

58. The District will submit the following annual reports to the United States demonstrating its efforts to comply with the provisions of this Agreement, subject to the early termination procedures described in Paragraph 65: The District will provide its first annual report within 30 days of the last day of the 2020-21 school year; the second annual report within 30 days of the last day of the 2021-22 school year; and the third annual report within 30 days of the last day of the 2022-23 school year.

59. Each annual report will include the following information about the preceding school year. All data that the District provides shall be clearly labeled to indicate which topic below it responds to. Should there be no responsive information to any of these requests, the District will so indicate.

(a) The District's professional development plan, and a list of all trainings conducted for school, District or TPD personnel required by this Agreement, and any other training regarding student discipline.

(b) A copy of the information reviewed by the person assigned to track and assist with implementation of the District's PBS framework and a copy of all action plans developed and implemented as a result of that review and analysis;

(c) Copies of documents reflecting all law enforcement referrals, and all data recorded pursuant to Paragraph 44;

(d) Copies of all fidelity assessments for each school;

(e) An updated list of District employees, contractors, and others who provide translation and interpreter services, consistent with Paragraph 53.

(f) A list of translated District-level and school-specific documents by title of the document and the language(s) in which it was translated, and annually thereafter, an updated list of such documents pursuant to Paragraph 53.

(g) Copies of all written complaints, whether reported by a student, Parent, guardian, or concerned member of the community that implicate any term of this Agreement;

(h) For each written complaint received pursuant to subparagraph (g), a description of the response to the complaint, including any remedial action taken. Upon review of the complaints, the United States may request, among other things, copies of any documents supplied to the District or created during the investigation or complaint process;

(i) Documentation of the District's monitoring of the number and nature of exclusionary discipline referrals executed without prior consultation with the School Core Behavior Team consistent with Paragraph 29;

(j) A copy of the District's plan for incentivizing teachers to receive special education certification, and a description of the District's implementation status;

(k) A list of special education teachers in the District, including all long-term substitutes that have filled a special education teacher's position, by: job title and school; class(es) taught and whether any of the classrooms are self-contained, and if so, the disability and grade level(s) of the students in the classroom; whether he/she is a long-term substitute and the length of time he/she has served in that role; the teacher's current certification(s) and license(s), if any; and the teacher's education and teaching experience (both the number of years and the role(s)). For all special education teachers and long-term substitutes without a special education certification, please also include all District plans to ensure the teacher obtains the requisite certifications and licenses, including the timeframe of such plans.

60. Upon the United States' request, the District will supplement its annual report to provide:

(a) Documentation regarding the trainings listed in Paragraph 37-38, including brief narrative about each training, the date(s) on which it was provided, the length of time of the training, the individual(s) or entity that conducted the training, and a report that lists the name of each staff person who took the training;

(b) Documentation demonstrating the District's consultations with the Consultant;

(c) Other information reasonably necessary for the United States to monitor the District and to determine whether the District is in compliance with this Agreement and relevant federal law.

61. If the United States determines that the District is not in compliance with this Agreement, the United States will provide the District notice of such non-compliance and a reasonable opportunity to correct such non-compliance. The Parties acknowledge that situations may arise at the school level that are not handled appropriately and the District's compliance with the Agreement will be assessed based on how the District identifies and responds to such incidents.

62. The United States agrees that it will not initiate or pursue any enforcement action without first attempting to resolve the issues through negotiation and mediation as provided herein. The Parties will engage in direct negotiations concerning any alleged breach of this Agreement for a period of no less than 30 days during which the District's Transformational

Leader of Strategic Management will participate directly. If the direct negotiations do not resolve the issue of concern, then the Parties recognize the benefits that a neutral mediator may bring to settling a dispute.

63. In the event that the District fails to comply with this Agreement and does not correct such non-compliance following notice from the United States and a reasonable opportunity to cure, the United States may initiate judicial proceedings to enforce the statutes at issue in this Agreement and the specific commitments and obligations of the District under this Agreement.

64. This Agreement will remain in effect until 60 days after the United States receives the District's third annual report due within 30 days of the last day of the 2022-23 school year, subject to the early termination procedures described in Paragraph 65 below.

65. At any point after this Agreement has been in effect for two years, the District will have the opportunity to demonstrate to the United States that it is in durable compliance with the federal laws that concern the matters covered by all or particular provisions of this Agreement, and to request that the United States agree to terminate all or particular provisions of this Agreement prior to the termination date in Paragraph 64. After any such showing by the District, the United States will determine, in good faith, whether it agrees with the District's position and inform the District of its determination. If the United States agrees, then the Parties will engage in good faith negotiations to terminate all or particular provisions of this Agreement within a reasonable time period prior to the termination date in Paragraph 64. This provision will not be construed as an admission of liability on the part of the District or as a validation of any allegation. Nor shall any decision by the District not to request an early termination be construed as any admission of liability or validation of any allegation.

66. The Parties agree that any judicial action will be brought only in the United States District Court for the Northern District of Ohio, Western Division. In any such proceeding, the Parties reserve the right to assert any claims and present any defenses.

67. If any provision of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement will nonetheless remain in full force and effect, provided however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and the Board will engage in good faith negotiations to adopt such mutually agreeable amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the initially agreed-upon relative rights and obligations not deemed unenforceable by any court.

68. This Agreement is final and binding on the Parties, including their agents, representatives, employees, and successors in interest. The undersigned Party representatives certify 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.

69. This Agreement resolves all pending complaints filed with the Educational Opportunities Section and the U.S. Attorney's Office for the Northern District of Ohio regarding the District's administration of student discipline and translation and interpretation services for

LEP Parents. It does not cover any future complaints received by the United States after the effective date of this Agreement.

70. This Agreement does not resolve any claims that individuals may have against the District related to the matters addressed by this Agreement.

71. The Parties shall bear their own attorneys' fees and costs in connection with this Agreement.

72. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement.

73. Facsimiles or scanned PDFs of signatures will constitute acceptable, binding signatures for purposes of this Agreement.

For the United States:

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Dr. Romules L. Durant, Superintendent
Toledo City School District

July 30, 2020
Date:

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Robert Vasquez, President, Board of
Education
Toledo City School District

July 30, 2020
Date: