

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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VERONICA GARCIA, JANE DOE, HUI QUIN LIU,
MARCELA HERNANDEZ and ALLIANCE FOR
FAMILIES WITH DEVELOPMENTAL NEEDS,

**STIPULATION AND ORDER
OF SETTLEMENT**

Plaintiffs, 19 CV 3342 (ST)

-against-

MELISSA AVILES-RAMOS, as Chancellor of the New
York City Schools of the New York City Department of
Education; the New York City Department of Education;
and the City of New York,

Defendants.

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WHEREAS, Plaintiffs Veronica Garcia, Jane Doe, Hui Quin Liu, Marcela Hernandez, and the Alliance for Families with Developmental Needs (collectively, “Plaintiffs”) filed a Complaint (the “Complaint”) on June 5, 2019, alleging that Defendants Richard A. Carranza, in his official capacity as Chancellor of the New York City Department of Education, the New York City Department of Education (“DOE”), and the City of New York (the “City”), violated Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Individuals with Disabilities Act, 20 U.S.C. § 1400 *et seq.*, the Equal Educational Opportunities Act, 20 U.S.C. §§ 1701-1758, and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107, through the DOE’s alleged failure to provide sufficient language access services;

WHEREAS, Melissa Aviles-Ramos was appointed Chancellor of the City School District of the City of New York (also known as the New York City Department of Education), she has been automatically substituted as a defendant in the place of Richard A. Carranza pursuant to Rule 25(d) of the Federal Rules of Civil Procedure;

WHEREAS, Defendants deny that through any act or omission they have violated any federal, state, or local law;

WHEREAS, Defendants deny any and all liability in connection with Plaintiffs' allegations;

WHEREAS, nothing in this Stipulation and Order of Settlement shall be deemed to be a finding or an admission that Defendants have in any way violated Plaintiffs' rights as contained in the constitutions, statutes, ordinances, rules, and regulations of the United States, the State of New York, or the City of New York;

WHEREAS, the parties wish to voluntarily resolve the claims raised in the Complaint, according to the terms set forth in this Stipulation and Order of Settlement;

WHEREAS, this Stipulation and Order of Settlement shall remain in effect only for the Settlement Term;

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the parties through their undersigned counsel, as follows:

I. DEFINITIONS

1. For purposes of this Stipulation and Order of Settlement (or "Stipulation") and the exhibits to this Stipulation, the following terms shall have the following meanings to the extent not defined in the exhibits to this Stipulation:

- a. "Business Days" shall mean any weekday that is not a Saturday or Sunday and is not a Legal Holiday, as that term is defined in Rule 6(a)(6) of the Federal Rules of Civil Procedure, or a Public Holiday, as that term is defined in N.Y. Gen. Constr. Law § 24.
- b. "Contract Nurses" shall mean nurses working in a DOE school employed by contracted-vendor agencies to provide nursing

services. “Contract Nurses” shall not include Office of School Health (“OSH”) school-based nurses.

- c. “Covered Languages” shall mean the nine most common parent preferred languages, other than English, as defined by the DOE.
- d. “DOE” shall mean the New York City Department of Education.
- e. “DOE Contracted Vendor” shall mean a vendor identified by Office of Language Access (“OLA”) to provide translation and interpretation services and with whom the DOE has entered a contract that has been approved by the Panel for Educational Policy (“PEP”).
- f. “Effective Date” shall mean the date on which the Court so-orders this Stipulation.
- g. “Emergency Contact Card” shall mean a form submitted by parents to the DOE annually that contains a student’s emergency contact information and parents’ preferred language.
- h. “Interpretation” shall mean the process of converting spoken communication from one language into an equivalent spoken communication in another language, accurately preserving the meaning, tone, and intent of the original message.
- i. “Language Access Coordinator (LAC)” shall mean a designated school staff member who is responsible for supporting the language assistance services within the school.

- j. “Limited English Proficient (LEP) parent” shall mean a parent who does not speak English as their primary language at home and/or who describes themselves as having a limited ability to read, speak, write, or understand English and/or who prefers to communicate in a language other than English.
- k. “Mandatory Language Access Training” shall mean the asynchronous, mandatory training for School Staff, including LACs and OSH school-based nurses, on the language access services described in Paragraphs 15-19, *infra*, of this Stipulation.
- l. “Office of Language Access (OLA)” shall mean the office within the DOE that provides and oversees language access services. For the purposes of this Stipulation, OLA shall include any successor office that provides and oversees language access services.
- m. “OSH School-Based Nurses” shall mean nurses employed by the DOE or Department of Health and Mental Hygiene (“DOHMH”) under the Office of School Health and assigned to a DOE school.
- n. “Parent(s)” shall mean the child’s parent or guardian or any person in a parental or custodial relationship to the child. This includes: birth or adoptive parent, step-parent, legally-appointed guardian, foster parent, and/or “person in parental relation” to a child attending a school. “Person in parental relation” shall mean a person who has assumed the care of a child because the child’s parents or guardians are not available, whether due to, among other things,

death, imprisonment, mental illness, living outside the state, or abandonment of the child.

- o. “PEP” shall mean the Panel for Educational Policy, as described in N.Y. Educ. Law § 2590-g.
- p. “Settlement Term” shall commence on the Effective Date and shall continue for 30 months thereafter, or to June 30, 2027, whichever is later, except that, solely with respect to Paragraphs 17 and 84(d)(ii), *infra*, the Settlement Term shall continue to March 15, 2028.
- q. “School” shall mean a public school of the City School District of the City of New York and operated by the DOE.
- r. “School Days” shall mean the days on which DOE schools are in session as reflected on the DOE’s school calendar, currently available at <https://www.schools.nyc.gov/calendar>.
- s. “School Staff” shall mean school supervisors, school support staff (e.g. secretarial, clerical, or other administrative titles), OSH School-Based Nurses, community coordinators or assistants or associates, family workers, school counselors, school social workers, school psychologists, teachers, and paraprofessionals, all of whom likely interact with LEP parents.
- t. “School Year” shall mean the period from the opening day of school in September through June 30, annually.
- u. “Training Materials” shall mean the documents that will be used for the Mandatory Language Access Training of School Staff, LACs,

and OSH school-based nurses as outlined in this Stipulation. Training Materials may include, but are not limited to, slides or equivalent visual content, media content, or other online training platform materials.

- v. “Translation” shall mean the process of converting written text from one language into an equivalent written text in another language, accurately preserving the meaning, tone, and intent of the original content.

II. AGREEMENT REGARDING POLICIES, RESOURCES, AND TRAINING

A. Best Practices for the Provision of Interpretation.

2. Within the first 30 Business Days of the first day of the first Semester following the Effective Date, the Best Practices for Interpretation (Exhibit A) will be posted online on OLA’s internal InfoHub page where employees may view and access the document. Defendants’ counsel shall certify to Plaintiffs’ counsel within 15 Business Days after the Best Practices for Interpretation and any updates thereto are posted that the posting was made.

3. Within 20 School Days of the Best Practices for Interpretation being posted in the manner set forth in Paragraph 2, *supra*, the DOE will issue a written notification to Principals that advises them of the document and directs Principals to share the document with School Staff. Defendants’ counsel shall certify to Plaintiffs’ counsel within 15 Business Days after Principals have been notified that said notification was made. Within 15 School Days of the first School Day of the first and second full School Years during the Settlement Term, the DOE will direct Principals to share the document with School Staff. Within 15 Business Days after the Principals have been notified as described in this paragraph Defendants’ counsel shall certify to Plaintiffs’ counsel that said direction was made.

4. Except for the changes or updates discussed in Paragraph 5, *infra*, if, after the so-ordering of the Stipulation, the DOE determines it wishes to promulgate a revised Best Practice for Interpretation, it shall share the proposed revised Best Practices for Interpretation with Plaintiffs' counsel on a confidential basis. Plaintiffs' counsel shall share any written comments with Defendants' counsel and request a meeting with Defendants' counsel within 5 Business Days of receiving the Best Practices for Interpretation. Within 10 Business Days of Plaintiffs' counsel's request for a meeting, or at such other time as the parties agree, the parties shall meet and confer to engage in further discussions on the content of the Best Practices for Interpretation. If the parties cannot reach agreement on revisions at the meet and confer, the DOE may disseminate the revised Best Practices for Interpretation after giving Plaintiffs' counsel 10 Business Days' notice of their intent to do so. Within that time, Plaintiffs may seek judicial intervention where the DOE's changes or updates to the Best Practices are inconsistent with the principles or intent of the original best practice document or would diminish the translation and interpretation services to LEP parents currently defined as the best practices for providing translation or interpretation. The question of whether the DOE's changes or updates are "inconsistent with the principles or intent of the original" or "would diminish the translation and interpretation services to LEP parents currently defined in the best practices" is to be answered based on the Court's understanding of the original and edited documents. Plaintiffs will not have the right to seek discovery or to an evidentiary hearing on this question.

5. The DOE reserves the right to make changes to or update the Best Practices for Interpretation referenced in Paragraph 2, *supra*, of the Stipulation without providing notice to Plaintiffs pursuant to Paragraph 4, *supra*, of the Stipulation:

- a. when the change is minor and immaterial; or

- b. in response to feedback regarding the clarity of the materials from participants or trainers' experience in using a particular training material;
- or
- c. in response to a change in the governing law.

In such a case, copies of the updated Best Practices for Interpretation will be provided to Plaintiffs' counsel no later than ten (10) Business Days after they are first disseminated or used in a training. Within ten (10) Business Days of receipt of these copies, Plaintiffs' counsel may request a meet and confer to engage in further discussions on the revisions to the Best Practices for Interpretation. If the parties cannot reach agreement on the revisions at the meet and confer, the DOE may give notice that it will proceed with the DOE's own revisions. Within ten (10) Business Days of receipt of this notice, Plaintiffs' counsel may seek judicial intervention where the DOE's changes or updates to the Best Practices are inconsistent with the principles or intent of the original best practice document or would diminish the translation and interpretation services to LEP parents currently defined as the best practices for providing translation or interpretation. The question of whether the DOE's changes or updates are "inconsistent with the principles or intent of the original" or "would diminish the translation and interpretation services to LEP parents currently defined in the best practices" is to be answered based on the Court's understanding of the original and edited documents. Plaintiffs will not have the right to seek discovery or to an evidentiary hearing on this question.

B. Best Practices for the Translation of Critical Documents

6. Within the first 30 Business Days of the first day of the first Semester following the effective date of the Stipulation the Best Practices for Translation (Exhibit B) will be posted online on OLA's internal InfoHub page where employees may view and access the

document. Defendants' counsel shall certify to Plaintiffs' counsel within 15 Business Days after the Best Practices for Translation and any updates thereto are posted that the posting was made.

7. Within 20 School Days of the Best Practices for Translation being posted in the manner set forth in Paragraph 6, *supra*, the DOE will issue a written notification to Principals that advises them of the document and directs Principals to share the document with School Staff. Defendants' counsel shall certify to Plaintiffs' counsel within 15 Business Days after Principals have been notified that said notification was made. Within 15 School Days of the first School Day of the first and second full School Years during the Settlement Term, the DOE will direct Principals to share the document with School Staff. Within 15 business days after the Principals have been notified as described in this paragraph Defendants' counsel shall certify to Plaintiffs' counsel that said direction was made.

8. Except for the changes or updates discussed in Paragraph 9, *infra*, if, after the so-ordering of the Stipulation, the DOE determines it wishes to promulgate a revised Best Practice for Translation, it shall share the proposed revised Best Practices for Translation with Plaintiffs' counsel on a confidential basis. Plaintiffs' counsel shall share any written comments with Defendants' counsel and request a meeting with Defendants' counsel within 5 Business Days of receiving the Best Practices for Translation. Within 10 Business Days of Plaintiffs' counsel's request for a meeting, or at such other time as the parties agree, the parties shall meet and confer to engage in further discussions on the content of the Best Practices for Translation. If the parties cannot reach agreement on revisions at the meet and confer, the DOE may disseminate the revised Best Practices for Translation after giving Plaintiffs' counsel 10 Business Days' notice of their intent to do so. Within that time, Plaintiffs may seek judicial intervention where the DOE's changes or updates to the Best Practices are inconsistent with the principles or intent of the original best

practice document or would diminish the translation and interpretation services to LEP parents currently defined as the best practices for providing translation. The question of whether the DOE's changes or updates are "inconsistent with the principles or intent of the original" or "would diminish the translation and interpretation services to LEP parents currently defined in the best practices" is to be answered based on the Court's understanding of the original and edited documents. Plaintiffs will not have the right to seek discovery or to an evidentiary hearing on this question.

9. The DOE reserves the right to make changes to or update the Best Practices for Translation referenced in Paragraph 6, *supra*, of the Stipulation without providing notice to Plaintiffs pursuant to Paragraph 8, *supra*, of the Stipulation:

- a. when the change is minor and immaterial; or
- b. in response to feedback regarding the clarity of the materials from participants or trainers' experience in using a particular training material; or
- c. in response to a change in the governing law.

In such a case, copies of the updated Best Practices for Translation will be provided to Plaintiffs' counsel no later than ten (10) Business Days after they are first disseminated or used in a training. Within ten (10) Business Days of receipt of these copies, Plaintiffs' counsel may request a meet and confer to engage in further discussions on the revisions to the Best Practices for Translation. If the parties cannot reach agreement on the revisions at the meet and confer, the DOE may give notice that it will proceed with the DOE's own revisions. Within ten (10) Business Days of receipt of this notice, Plaintiffs' counsel may seek judicial intervention where the DOE's changes or updates to the Best Practices are inconsistent with the principles or intent of the original best

practice document or would diminish the translation and interpretation services to LEP parents currently defined as the best practices for providing translation or interpretation. The question of whether the DOE's changes or updates are "inconsistent with the principles or intent of the original" or "would diminish the translation and interpretation services to LEP parents currently defined in the best practices" is to be answered based on the Court's understanding of the original and edited documents. Plaintiffs will not have the right to seek discovery or to an evidentiary hearing on this question.

C. Continued Implementation of the DOE's Translation and Interpretation Services Relating to Students with Disabilities Attending New York City Public Schools and to Appropriate Individuals

10. The DOE shall continue its practice of, upon request, translating the following documents into the Covered Languages: current IEPs, Section 504 plans, and student evaluation reports, either centrally or at the school level.

11. A request for the translation of IEPs and 504 plans may be made by a Parent or school staff (at the Parent's request). Parents may make these requests to: (a) a staff member of their child's school; (b) OLA; or (c) the staff of the Committee on Special Education ("CSE") or Committee on Preschool Special Education ("CPSE") office responsible for arranging their child's special education. DOE staff, as well as CSE and CPSE staff, must ensure Parents' requests for translation are conveyed to OLA.

12. A "Surrogate Parent," as that term is defined in the New York City Department of Education's Special Education Standard Operating Procedures Manual, shall have the same rights to translation and interpretation services as a Parent when serving in their capacity as a Surrogate Parent.

13. Nothing in this Stipulation and Order of Settlement shall be deemed to affect any existing legal responsibilities of the DOE concerning translation and interpretation services for Parents of students not attending a School as defined in Paragraph 1(q), *supra*.

D. Mandatory Language Access Training for School Staff, Including Language Access Coordinators (LACs), Office of School Health School-Based Nurses and Contract Nurses

14. Before the first day of the 2024-25 school year's Spring Semester, the DOE will update the Training Materials to be used for the Mandatory Language Access Training of School Staff, including LACs and OSH school-based nurses, as set forth below.

15. During the 2024-25 school year's Spring Semester, the DOE shall provide Mandatory Language Access Training to those School Staff serving in the titles of Principal and Parent Coordinator.

16. In the 2025-26 and 2026-27 School Years, the DOE shall provide Mandatory Language Access Training to School Staff, including LACs and OSH school-based nurses.¹

17. In the 2027-28 School Year, the DOE shall provide the Mandatory Language Access Training to School Staff, including LACs and OSH school-based nurses, until six months following the first day of the 2027-28 School Year in September 2027.

18. The Mandatory Language Access Training for School Staff, including LACs and OSH school-based nurses, will include the following topics:

- a. Definitions of key terms referenced in the Mandatory Language Access Training;

¹ During the 2025 Spring Semester, as well as the 2025-26 and 2026-27 school years, the Mandatory Language Access Training may extend into the month of July.

- b. Language access rights of parents;
- c. Available language access supports and instructions on how staff can access those supports;
- d. Best practices for providing language access support, including but not limited to Best Practices for Interpretation guidance, *see* Section II(A), *supra*, and Best Practices for Translation guidance, *see* Section II(B), *supra*;
- e. Available interpretation and translation services and instructions on how staff can access these services;
- f. The ethical standards of practice for providing interpretation; and
- g. How school staff may access information regarding the language preference of a student's parent and instruction that information about language preferences of parents is generally available to school staff so long as they seek access to it for a legitimate educational interest and there are not special circumstances that make access prohibited by State or federal law or by a court order.

19. The DOE's Mandatory Language Access Training will be available in-person, remotely, and/or via a webinar, at the DOE's discretion.

20. In addition, the DOE shall provide a supplemental training for LACs each year during the Settlement Term.

21. The DOE will direct any vendor that provides the DOE with Contract Nurses that are assigned to a DOE school to provide training beginning in the 2025-26 School Year to any Contract Nurses prior to their assignment to a DOE school, to be provided in-person,

remotely, and/or via webinar at such vendor's discretion, and that such training include the topics set forth in Paragraph 18, *supra*.

22. Within ten (10) Business Days after the first day of the 2024-25 school year's Spring Semester, the DOE will share the Training Materials with Plaintiffs' counsel.

23. Except for the changes or updates discussed in Paragraph 24, *infra*, if, after the so-ordering of the Stipulation and sharing of the Training Materials to Plaintiffs' counsel per Paragraph 22, *supra*, the DOE decides to revise the contents or subject matter of the Training Materials, it shall share the proposed revisions of Training Materials with Plaintiffs' counsel on a confidential basis at least 20 Business Days before disseminating them. Plaintiffs' counsel shall share any written comments with Defendants' counsel, and may also request a meeting with Defendants' counsel, within 5 Business Days of receipt of these proposed revisions. Within 10 Business Days of Plaintiffs' counsel's request for a meeting, or at such other time as the parties may agree, the parties shall meet and confer to discuss the revisions of the Training Materials. If the parties cannot reach agreement on revisions at the meet and confer, the DOE may disseminate the revised Training Materials after giving Plaintiffs' counsel 10 Business Days' notice of their intent to do so following the meet and confer, provided, however, that the new version of the Training Materials must include the elements set forth in Paragraph 18, *supra*. Within that time, if the new Training Materials do not include the elements set forth in Paragraph 18, *supra*, Plaintiffs may seek appropriate judicial intervention concerning the DOE's dissemination of the revised Training Materials.

24. The DOE reserves the right to make changes to or update the Training Materials without providing notice to Plaintiffs pursuant to Paragraph 23, *supra*, of the Stipulation:

- a. when the change is minor and immaterial; or

- b. in response to feedback regarding the clarity of the materials from participants or trainers' experience in using a particular training material; or
- c. in response to a change in the governing law.

In such a case, the revised Training Materials will be provided to Plaintiffs' counsel no later than ten (10) Business Days after they are first used in a training.

25. In the event that Plaintiffs believe that the terms of Paragraph 24, *supra*, do not apply to the revisions made by the DOE, Plaintiffs shall promptly give notice of such to the DOE and identify any areas of concern. Within 10 Business Days of receipt of such notice, or at a date and time agreed to by the parties, the parties shall meet and confer to discuss Plaintiffs' identified areas of concern.

26. Each School Staff member, including LACs and OSH school-based nurses, will have 6 months to complete each Mandatory Language Access Training offered to them pursuant to this Stipulation, starting from the time that they are notified that the Mandatory Language Access Training is available.

E. Communication with Families

27. The DOE shall provide to Parents information regarding the availability of free translation and interpretation services, including:

- a. How to access or obtain the free translation and interpretation services; and
- b. How to provide feedback regarding the free translation and interpretation services, including difficulties in obtaining services and how to submit an inquiry or complaint.

28. This information will be communicated through several methods, and disseminated at various times during the School Year, as follows:

- a. Schools shall be directed to distribute a letter at the beginning of the first Semester following the Effective Date and at the beginning of each subsequent School Year during the Settlement Term to Parents by email, U.S. mail, or by sending home with students. The letter will be available in English as well as the DOE's Covered Languages.
- b. A posting in a place readily available to parents on the DOE's family-facing website, including a "Frequently Asked Questions" section;
- c. To the extent Parents have provided up-to-date contact information, a robocall, text message, email, and postcard sent by U.S. mail, to LEP parents who have indicated that they prefer to communicate in a Covered Language in that preferred Covered Language and during the Fall Semester of each full School Year following the Effective Date;
- d. An explanatory video available in English and the Covered Languages posted on the DOE's family-facing website in a place readily available to parents, such as the DOE's HELLO page;
- e. Two messages per School Year posted on the DOE's social media platforms, one of which will include text and/or graphics, and one

of which may include the explanatory video in English and the Covered Languages referenced in Paragraph 28(d), *supra*;

- f. During the Fall Semester of each full School Year following the Effective Date, two posters with text in all of the Covered Languages for each school to post in a prominent location within the building, with a directive that schools may request more as needed. One poster shall be a welcome poster and the second poster shall explain how parents whose children are receiving special education can receive translation and interpretation services.

29. If the DOE receives supplemental funding from the New York City Council for language access services, OLA shall allocate a portion of such funding to purchase advertisements in non-English languages and/or create and disseminate multi-language posters in store fronts and other public spaces to communicate information regarding the available free translation and interpretation services.

30. If the DOE does not receive the supplemental funding from the New York City Council as described in Paragraph 29, *supra*, by December 31 of each full School Year of the Settlement Term, the DOE will: (1) notify Plaintiffs' counsel by the following January 15, and (2) increase its social media presence by adding two social media posts for that School Year.

F. Chancellor's Regulation

31. Defendants shall propose to the Panel on Educational Policy (the "PEP") amendments (the "Proposed Amendments") to Chancellor's Regulation A-663 ("C.R. A-663"), pursuant to N.Y. Educ. Law § 2590-g. In particular, the Proposed Amendments will include at the least the following elements:

- a. Updates to and expansion of Definitions, including at least the following terms²:
 - i. Interpretation;
 - ii. Translation;
 - iii. Limited English Proficient (LEP);
 - iv. Office of Language Access (OLA);
 - v. Language Access Coordinator (LAC);
 - vi. Emergency Contact Card;
- b. Revised language concerning determination of preferred language(s), including that the record of the preferred language(s) of each parent shall be maintained in the Automate The Schools (“ATS”) database and/or on the Emergency Contact Card and/or on the Student Profile. This information shall be accessible to staff who interact with parents, except where prohibited by State or federal law regarding student records privacy or by court order;
- c. Clarification of the DOE’s obligation to provide translation and interpretation services and removal of language suggesting that the regulation’s requirements describe the fullest possible extent of services that may be provided;
- d. Specification that, at the beginning of each school year, schools should designate at least one staff member as a LAC who will be

² Where these terms are also defined in this Stipulation, the definitions in this Stipulation and the Chancellor’s Regulation shall be the same.

- responsible for supporting the language assistance services within the school;
- e. Specification of the elements of the translation and interpretation plan at schools, otherwise known Language Translation and Interpretation (LTI) Plan;
 - f. Definitions and examples of “student specific critical communications,” and “non-student specific critical communications” that make clear that critical communications include communications related to enrollment; academic standards and programs; school closures; health; safety; legal or disciplinary matters; and entitlement to public education;
 - g. Removal of the subsection titled “Alternatives to Translation” and the inclusion of language providing that, in exigent circumstances, where a school cannot send out a contemporaneous translation of communications concerning those circumstances, the school shall provide, as soon as possible, a communication in a parent’s preferred language providing information concerning the exigent circumstances, which may be done through translation or interpretation;
 - h. Specification of the methods for requesting translation and interpretation services;
 - i. A section on a centrally developed training, including a requirement that all parent-facing school staff receive training regarding their

language access responsibilities; language access supports available to school staff; best practices guidance; and ethical standards of providing interpretation;

- j. Clarification of recordkeeping requirements to include records of number of documents translated, number of meeting and calls at which interpretation is provided, annual budget for language assistance services, and number of employees who provide language access assistance on a full-time basis; and
- k. Mechanisms to submit inquiries, including feedback or complaints, regarding translation and interpretation services or violations of the regulation.

32. The DOE shall share the Proposed Amendments with Plaintiffs' counsel, on a confidential basis, at least twenty-five (25) Business Days before posting the regulation for public comment in connection with seeking approval by the PEP, pursuant to New York Education Law § 2590-g. Plaintiffs shall share any comments with Defendants' counsel within ten (10) business days of receipt of the DOE's Proposed Amendments. Within five (5) Business Days of receipt of Plaintiffs' comments, or at an alternatively agreed-upon time, Plaintiffs' counsel and Defendants' counsel shall meet in person, by teleconference, or via videoconference to discuss Plaintiffs' comments and concerns and work in good faith to address any issues raised in Plaintiffs' comments. After the process described in this paragraph is concluded, Defendants shall provide Plaintiffs with the final version of the Proposed Amendments at least ten (10) Business Days prior to posting it for public comment.

33. The DOE shall post the Proposed Amendments described in Paragraph 31, *supra*, for public comment and a vote by the PEP, pursuant to New York Education Law § 2590-g, within six months of the Effective Date of this settlement and after the requirements set forth in Paragraph 32, *supra*, and any intervening change in law or extenuating circumstances listed in Paragraph 91, *infra*. If Plaintiffs make a motion in connection with the posting of the Proposed Amendments for public comment, the six-month timeframe in which Defendants must post the Proposed Amendments for public comment shall be extended until two weeks after the disposition of Plaintiffs' motion, and any appeals thereof, unless otherwise ordered by the Court.

34. If the DOE issues a revised public notice under N.Y. Education Law § 2590-g(8)(b) concerning Chancellor's Regulation A-663, the DOE shall provide notice, via email, to Plaintiffs of such revised notice within one Business Day of its issuance.

35. If the DOE proposes further proposed amendments to Chancellor's Regulation A-663, issued pursuant to a revised public notice under N.Y. Education Law § 2590-g(8)(b), that do not include the items set forth in Paragraph 31, *supra*, Plaintiffs may seek appropriate relief. If Plaintiffs intend to seek such relief, they must give Defendants notice of their intent to seek such relief no fewer than five (5) Business Days in advance of the meeting at which the PEP is scheduled to consider the proposed amendments.

36. Within five (5) Business Days after the vote by the PEP on the Proposed Amendments, the DOE shall notify Plaintiffs' counsel that a vote was held and provide Plaintiffs' counsel with a link to the revised regulation, provided it has been approved.

37. If the PEP does not approve the Proposed Amendments, the DOE agrees that it is nevertheless bound by this Stipulation and Order and must make good faith efforts to secure approval of the Proposed Amendments by the PEP.

38. If the PEP does not approve the Proposed Amendments, the DOE agrees that it will post for public comment another set of Proposed Amendments as soon as is practicable but no later than nine months from the date on which the PEP voted down the prior Proposed Amendments. The new Proposed Amendments shall be subject to the same notice and meet and confer requirements described in Paragraph 32, *supra*.

39. If the PEP does not approve the Proposed Amendments after the second posting, Plaintiffs' counsel shall have ten (10) Business Days from the notification of the PEP's action to request a meeting with Defendants' counsel to discuss this development.

- a. In the event that Plaintiffs' counsel makes such a request, the parties shall meet and confer within twenty (20) Business Days of Plaintiffs' counsel's request to determine an appropriate course of action.
- b. Such course of action may include the posting of another set of amendments to the PEP regarding the subject matter of the Proposed Amendments no later than the last day of the following semester.
- c. Should the parties agree that the Defendants will post another set of Proposed Amendments, the new Proposed Amendments shall be subject to the same notice and meet and confer requirements which are described in Paragraph 32, *supra*.
- d. If the parties cannot agree to a course of action after the PEP has not approved a second Proposed Amendments, the parties shall request a conference with the Court to discuss an appropriate course of action.

III. INTERNAL OVERSIGHT AND ACCOUNTABILITY

A. Complaint Process

40. Within the first 30 Business Days of the first Semester following the Effective Date, the DOE will post and thereafter shall maintain a language access-specific complaint form in the Covered Languages on its family-facing website in a place readily available to parents, such as the DOE's HELLO page. Complaints received through this form will be reviewed on a timely basis by OLA.

41. Following the posting of the complaint form, OLA will maintain a record of the number and nature of complaints received through this form.

42. To the extent that OLA identifies trends or patterns of non-compliance with the DOE's language access policies in the complaints received through this form, it will take appropriate action in an effort to resolve the trends or patterns of non-compliance, which may include, but not be limited to, escalation to one or more superintendents' offices.

B. District- and School-Level Oversight and Accountability

43. OLA shall track various language access metrics at the school and district level, including parents' preferred oral and/or written language, LAC designation, usage of school-based translation and interpretation funds, completion of the Language Translation and Interpretation Plan, and requests for translation and/or interpretation services via OLA and/or contracted vendors ("Language Access Metrics") for the purpose of promoting the provision of language access at the school and district level as well as to assist in the resolution of complaints received by OLA.

44. OLA shall review the Language Access Metrics of each district during each School Year.

45. Where the district-level Language Access Metrics raise questions about whether a district is complying with the DOE's language access policies, OLA will take appropriate action in an effort to resolve any identified non-compliance, which may include, but not be limited to, one or more of the following: engaging in dialogue with district superintendents' offices, other district leadership, or other appropriate staff; making recommendations for training; and the furnishing of additional information regarding available resources.

46. In response to a complaint about the provision of translation and/or interpretation services for a school-level event or communication, or where a complaint reveals repeated non-compliance with the DOE's language access policies or with school staff's understanding of their language access responsibilities, OLA will review the school's Language Access Metrics and will engage with the school in an effort to resolve the complaint and/or any issues identified regarding the school's non-compliance with the DOE's language access policies or with the staff's understanding of their language access responsibilities, which may include, but not be limited to, one or more of the following: engaging in dialogue with district superintendents' offices, other district leadership, or other appropriate staff; making recommendations for training; and the furnishing of additional information regarding available resources.

C. Vendor Oversight and Accountability

47. OLA shall periodically check translated communications and interpretation at events provided by vendors and shall conduct periodic meetings with vendors, at least once per calendar year, to discuss issues related to the vendor's provision of translation and interpretation, which will include, but not be limited to, any deficiencies in the services provided by the vendor, to the extent any deficiencies exist.

48. When OLA finds that a vendor's services do not comport with its obligations under the contract, the DOE will take appropriate action in accordance with the

contract and applicable laws and policies in an effort to bring the vendor into compliance with their contractual obligations.

49. Where OLA has received a complaint regarding qualitative issues and/or significant delays with a vendor's provision of interpretation and/or translation services, or where the complaint reveals repeated failures by a vendor to provide adequate interpretation and/or translation services, OLA shall review the complaint and take appropriate action in an attempt to resolve the identified qualitative problems, delays, or failures to provide adequate interpretation and/or translation services by the vendor.

D. OLA Accountability

50. OLA shall maintain a system by which to track the completion of requests for translation of communications made to OLA.

51. To the extent that any request for translation of DOE-authored parent-facing documents is made to OLA through a means other than OLA's online request form, OLA will direct requesters to the online request form for submission of their request, or to an already existing translation or resource.

52. If OLA learns that the Mandatory Language Access Training for the second semester of the 2024-25 School Year, for the 2025-26 School Year, or the 2026-27 School Year has not been completed in a timely manner by the relevant school staff, the DOE shall take appropriate action designed to avoid such untimeliness in the future.

53. In response to a complaint about the provision of translation and/or interpretation services at a DOE event or in relation to a centrally created communication, OLA will take appropriate steps to engage with implicated parties in an effort to resolve the complaint and/or any identified issues giving rise to the complaint, which may include, but not be limited to, one or more of the following: engaging in dialogue with district superintendents' offices, other

district leadership, or other appropriate staff; making recommendations for training; and the furnishing of additional information regarding available resources.

IV. REPORTING

54. For the duration of the Settlement Term, Defendants will provide to Plaintiffs' counsel, on a confidential basis, a Midyear Report and an End-of-Year Report.

55. The Midyear Report shall be provided to Plaintiffs' counsel forty-five days after the last day of the fall semester, or at such time thereafter as the parties may agree.

56. The End-of-Year Report shall be provided to Plaintiffs' counsel sixty days after the last day of the Spring Semester, or at such time thereafter as the parties may agree.

57. The Midyear and End-of-Year Reports shall contain the following data and/or information for the semester immediately preceding the Report Date:

- a. LAC Designations: the number of schools with and without designated LACs.
- b. Translation
 - i. The total number of requests for translations of critical non-student specific documents received via OLA's online request form, along with a list of the types of documents for which translation was requested and the number of languages for which such requests were made;
 - ii. the total number of translations of critical non-student specific documents completed by OLA or DOE Contracted Vendors, along with a list of the types of such document

translations completed and the number of languages into which such documents were translated;

- iii. The total number of requests for translations of documents containing student-specific information broken down to the categories of Individual Education Programs, Section 504 Plans, Special Education Evaluations and other documents received via OLA's online request form and the number of languages for which such requests were made; and
- iv. the total number of translations completed by OLA or DOE Contracted Vendors broken down to the categories of Individual Education Programs, Section 504 Plans, Special Education Evaluations and other documents, and the number of languages into which such documents were translated.

c. Interpretation:

- i. The total number of interpreters provided by DOE Contracted Vendors at DOE meetings, broken down by in-person and videoconference meetings, and a list of the languages for which interpretation was provided at these meetings;
- ii. The total number of interpretation requests for IEP meetings, section 504 meetings, Special Education Evaluations conducted by DOE staff, Special Education mediations, school suspension hearing, and impartial hearings, made to

OLA or DOE Contracted Vendors, broken down by in-person and videoconference interpretation, and a list of the languages for which interpretation was provided at these meetings;

- iii. The total number of interpreters provided by DOE Contracted Vendors for IEP meetings, section 504 meetings, Special Education Evaluations conducted by DOE staff, Special Education mediations, school suspension hearing, and impartial hearings, broken down by in-person and videoconference interpretation, and a list of the languages for which interpretation was provided at these meetings; and
- iv. The total number of telephone interpretations provided by a DOE Contracted Vendor system wide, a list of the languages in which interpretation was provided, and the number of calls conducted in each language.

d. Trainings:

- i. The cumulative number of DOE employees who have taken webinar or asynchronous Mandatory Language Access Training for the second semester of the 2024-25 School Year, for the 2025-26 School Year, and the 2026-27 School Year as of the end of each semester.

- e. Complaints:
 - i. The number of Complaints regarding translation or interpretation, either made to or escalated to OLA, broken down by district and/or borough, where provided, whether the complaints pertained to translation or interpretation or some other language access service, and information regarding the responses or resolutions. Personally-identifying information protected by FERPA, IDEA, HIPAA, and/or other relevant statutes, including student names, OSIS numbers, and the substance of complaints will not be included.
 - f. A report of responses to the translation and interpretation feedback survey broken down by borough, school district, and school, to the extent such information is provided by survey respondents. No reporting will be required of answers to free-response questions on the survey. Personally-identifying information protected by FERPA, IDEA, HIPAA, and/or other relevant statutes, including, but not limited to, student names, OSIS numbers, and the substance of complaints will not be included.
 - g. The number of language-access-related trainings, aside from the Mandatory Language Access Training, that OLA performed or made available and a description of those trainings, including

whether they were performed in response to a complaint, principal's request, at the direction of a superintendent, or for another reason.

- h. The number of posts made on the DOE's social media platforms regarding the availability of free translation and interpretation services made pursuant to Paragraph 28(e), *supra*.
- i. Types of advertisements related to language access, with an indication of their scale, e.g., duration, quantity, frequency, or reach, purchased pursuant to Paragraph 29, *supra*, if applicable.

58. A copy of each report referenced in Paragraph 54, *supra*, shall be furnished to the Deputy Chancellor of the Division of Family, Community and Student Empowerment, or to the person holding any successor position with oversight over OLA.

V. MONETARY AGREEMENT

59. Plaintiffs' claims for damages will be resolved as set forth below and in accordance with C.P.L.R. § 5003-a(b).

60. The City of New York, on behalf of all Defendants, agrees to pay Plaintiffs the sum of \$44,000.00 in full satisfaction of all claims that Veronica Garcia, Jane Doe, Hui Quin Liu, and Marcela Hernandez claimed or could have raised in this action, exclusive of attorney's fees and costs. Payment shall be apportioned as follows:

- a. Veronica Garcia - \$11,000.00;
- b. Jane Doe - \$11,000.00;
- c. Hui Quin Liu – \$11,000.00;
- d. Marcela Hernandez - \$11,000.00;

61. Payment shall be in the form of four (4) checks, one made out to each Plaintiff identified in Paragraph 60, *supra*, and mailed to Queens Legal Services, 89-00 Sutphin Boulevard, 5th Floor, Jamaica, NY 11435, Attention: Veronica Cook, to be distributed by counsel to those Plaintiffs. The Office of the Comptroller of the City of New York, or its designee, shall issue to each of the respective Plaintiffs identified in Paragraph 60, *supra*, an appropriate Form 1099 in connection with these payments.

62. Upon execution of this Stipulation and Order, Plaintiffs shall each execute releases consistent with the terms set forth in Paragraph 68, *infra*, and the terms set forth therein. Each Plaintiff identified in Paragraph 60, *supra*, also shall each complete a Substitute Form W-9 in order to receive the payment set forth in Paragraph 60, *supra*. Payment of the amount specified in Paragraph 60, *supra*, is conditioned upon delivery of all documents reasonably necessary to effectuate this Stipulation and Order as described in Paragraph 61, *supra*, and this Paragraph.

63. Plaintiffs shall be responsible for the payment of any federal, state and/or local taxes on the amounts specified in Paragraph 60, *supra*, of this Stipulation.

A. Attorney's Fees and Costs

64. Defendants agree that Plaintiffs' counsel are entitled to reasonable attorneys' fees and costs as though they were prevailing parties. The parties agree to make good faith efforts to negotiate the amount of such attorneys' fees and costs for work done by Plaintiffs' counsel up to entry of this Stipulation and Order of Settlement. If they are unable to agree on an amount within one hundred twenty (120) days of the date that this Stipulation is approved by the Court, Plaintiffs may submit a motion for attorneys' fees and costs to the Court, and Defendant reserves the right to respond to such a motion.

65. Plaintiffs may also seek reasonable attorneys' fees for any work performed after entry of this Stipulation and Order of Settlement in relation to the implementation of this

Stipulation and Order of Settlement and the terms set forth therein. The parties shall make good-faith efforts to reach an agreement as to the amount of attorneys' fees for any work performed after entry of this Stipulation and Order of Settlement. If the parties are unable to reach an agreement, they will seek a judicial conference.

66. Plaintiffs and their counsel shall each execute a separate release, and their counsel shall complete a Substitute Form W-9, for the payment of attorneys' fees and costs pursuant to Paragraphs 64 and 65, *supra*, upon the resolution of such claims and prior to any payments being made pursuant to those Paragraphs.

VI. ADMINISTRATION OF SETTLEMENT, ORDER OF SETTLEMENT, AND

GENERAL PROVISIONS

A. Release and Dismissal

67. This action is hereby dismissed, with prejudice, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure.

68. In consideration of the relief set forth herein, Plaintiffs hereby release and forever discharge Defendants from all claims against Defendants in this action, whether known or unknown, and to release Defendants, including their constituent departments, agencies, and entities, their successors and assigns, and all present and former officials, affiliates, employees, representatives, and agents of each Defendant, from any and all liability, claims, and rights of action, whether known or unknown, that Plaintiffs raised or could have raised in this action, based upon or relating to the transactions, events, or occurrences alleged in the June 5, 2019 Complaint in this proceeding, (**ECF No. 1**), including any and all liability, claims, and rights of action for costs, expenses, or attorneys' fees incurred in this action except as set forth in Paragraphs 64-66, *supra*.

69. Notwithstanding the dismissal of the case, the Court shall retain jurisdiction over the Stipulation and Order of Settlement with respect to enforcement.

70. This Stipulation and Order of Settlement fully resolves all claims raised in the Complaint. Plaintiffs shall not seek any further relief with respect to the claims asserted in the Complaint, except with respect to enforcement during the Settlement Term.

B. Notice Procedures

71. Any notices given by one party to another in connection with this Stipulation shall be provided by email as follows (or at such other email address as may be provided in writing by a party to all other parties):

If to Defendants, then to:

David S. Thayer, Esq. – dthayer@law.nyc.gov

Robin Singer, Esq. – rsinger4@schools.nyc.gov

Kathryn Yurkovsky, Esq. – kyurkovsky@schools.nyc.gov

Judy Nathan, Esq. – jnathan@schools.nyc.gov

If to Plaintiffs, then to:

M'ral Broodie-Stewart, Esq. – mbroodie-stewart@lsnyc.org

Veronica Cook, Esq. – vcook@lsnyc.org

Kate DiVasto, Esq. – kdivasto@lsnyc.org

Christopher D. Lamb, Esq. – clamb@lsnyc.org

Robert D. Sanderman, Esq. – rdsanderman@lsnyc.org

C. Execution

72. This Stipulation may be executed by the Parties hereto by facsimile or electronic means, and any such signature should have the same force and effect as an original

signature. Additionally, the Stipulation may be executed in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

D. Modification and Entire Agreement

73. This Stipulation constitutes the entire agreement among the parties pertaining to this action and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements among the parties pertaining to this action. No representations, oral or written, are being relied on by any party in executing this Stipulation other than the express representations of this Stipulation.

E. Construction

74. This Stipulation has been negotiated and drafted by all of the parties and their respective counsel and shall not be construed in favor of, or against, any party on the basis of its having been drafted by that party. Each party agrees that, in interpreting and applying the terms and provisions of this Stipulation, no party shall be deemed the drafter of any provision, and no presumption shall exist or be implied for or against any party as a result of who drafted any provision.

F. Governing Law

75. This Stipulation shall in all respects be interpreted, enforced, and governed under federal law, and, when applicable, the laws of the State of New York.

G. No Admission of Liability

76. By entering into this Stipulation, Defendants in no way admit any violation of law or any liability whatsoever to the Plaintiffs, individually or collectively, all such liability being expressly denied. Defendants enter into this Stipulation to avoid further litigation and to resolve and settle all disputes with Plaintiffs.

77. This Stipulation and Order of Settlement is solely for the purpose of settlement

and shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, and shall have no precedential value.

H. No Determination of the Merits

78. Defendants maintain that any actions taken pursuant to this Stipulation are made solely to avoid the burdens and expense of protracted litigation. This Stipulation, and any and all actions taken pursuant thereto, are not to be construed as constituting any determination on the merits of any claims which have been or could have been asserted in this action or as constituting any admission of wrongdoing or liability on the part of Defendants. Defendants expressly deny any wrongdoing or liability.

79. Nothing contained in this Stipulation shall be deemed to constitute a policy, practice, or custom of Defendants.

I. Severability

80. If any provision of this Stipulation is held to be or becomes invalid or unenforceable under the law of any jurisdiction, the remainder of the Stipulation shall remain in effect and with full force. It is the intention of the parties that this Stipulation should be enforceable and that the elimination of any part shall not affect the enforceability of the remainder of the Stipulation.

J. Termination

81. In the event this Stipulation is not approved by the Court, this Stipulation and all negotiations, proceedings, documents prepared, and statements made in connection with this Stipulation shall be without prejudice to any party; shall not be admissible into evidence; shall not be deemed or construed to be an admission or confession by any party of any fact, matter or proposition of law; and shall not be used in any manner for any purpose. In such circumstance, all

parties to this Action shall stand in the same position as if this Stipulation had not been negotiated, made, or filed with the Court.

K. Enforcement

82. If at any time following the Effective Date and prior to the expiration of the Settlement Term Plaintiffs believe the DOE has substantially failed to comply with the injunctive terms of this Stipulation referenced in Paragraph 84, *infra*, the parties shall make good faith efforts to meet and confer before the filing of a motion or otherwise contacting the Court regarding the alleged substantial noncompliance with the terms of this Stipulation. In particular, Plaintiffs' counsel shall provide written notice ("Non-Compliance Notice") to Defendants' counsel, including specific evidence of non-compliance with specific term(s) of this Stipulation. Within fifteen (15) Business Days of such written notice, or upon an alternatively agreed-upon time, Plaintiffs' counsel and Defendants' counsel shall meet to discuss the issues identified in the Non-Compliance Notice and work in good faith to address those issues. If the parties cannot agree on a resolution of those issues, Plaintiffs may make an application to the Court within twenty (20) Business Days of the parties' last meeting in connection with the Non-Compliance Notice, but no sooner than five (5) Business Days following such meeting, seeking appropriate relief.

83. No motion for enforcement shall be brought to remedy violations identified in the Non-Compliance Notice that the parties agree have been cured. In the event that the Defendants have agreed, in writing, to cure an alleged violation identified in the Non-Compliance Notice by a date certain, Plaintiffs shall not bring any motion for enforcement regarding that violation except as follows: If, after the agreed-upon date to cure has passed, Plaintiffs believe that that violation still has not been cured, Plaintiffs must notify Defendants of this belief and provide Defendants with ten (10) Business Days to respond before taking any further enforcement action. After the ten (10) Business Days, if the parties have not reached any further agreement regarding

the alleged violation, Plaintiffs may bring a motion for enforcement as outlined in Paragraph 84, *infra*.

84. After the meet and confer process as set forth in Paragraphs 82-83, *supra*, a motion may be made to enforce the injunctive terms of this Stipulation upon a showing of substantial noncompliance with one or more of the following obligations:

- a. Best Practices for Interpretation:
 - i. post to the OLA's internal InfoHub page the "Best Practices for When to Provide Interpretation for Critical Oral Communications with Parents" and any updates thereto, as set forth in Paragraph 2, *supra*;
 - ii. issue written notification to Principals of the existence of "Best Practices for When to Provide Interpretation for Critical Oral Communications with Parents" and/or to instruct Principals to share it with School Staff, as set forth in Paragraph 3, *supra*;
 - iii. confer with Plaintiffs' counsel regarding any revisions to "Best Practices for When to Provide Interpretation for Critical Oral Communications with Parents" consistent with the procedures as set forth in Paragraph 4, *supra*;
 - iv. ensure that any revisions to the "Best Practices for When to Provide Interpretation for Critical Oral Communications with Parents" are not inconsistent with the principles or intent of the original best practice document or would

diminish the translation and interpretation services to LEP parents currently defined as the best practices for providing translation or interpretation, as set forth in Paragraphs 4-5, *supra*;

v. provide a copy of any revised “Best Practices for When to Provide Interpretation for Critical Oral Communications with Parents” to Plaintiffs’ counsel, as set forth in Paragraph 4, *supra*; and

vi. provide a copy of any updated “Best Practices for When to Provide Interpretation for Critical Oral Communications with Parents” consistent with the procedures as set forth in Paragraph 5 *supra*;

b. Best Practice for Translation of Critical Documents:

i. post to the OLA’s internal InfoHub page the “Best Practices for Translation of Critical Documents” and any updates thereto, as set forth in Paragraph 6, *supra*;

ii. issue written notification to Principals of the existence of “Best Practices for When to Provide Translation of Critical Documents” and/or to instruct Principals to share it with School Staff as set forth in Paragraph 7, *supra*;

iii. confer with Plaintiffs’ counsel regarding any revisions to “Best Practices for When to Provide Translation of Critical

- Documents” consistent with the procedures as set forth in Paragraph 8, *supra*;
- iv. ensure that any revisions to the “Best Practices for When to Provide Translation for Critical Oral Communications with Parents” are not inconsistent with the principles or intent of the original best practice document or would diminish the translation and interpretation services to LEP parents currently defined as the best practices for providing translation or interpretation, as set forth in Paragraphs 8-9, *supra*;
 - v. provide a copy of any revised “Best Practice for Translation of Critical Documents” consistent with the procedures as set forth in Paragraph 8, *supra*; and
 - vi. provide a copy of any updated “Best Practices for Translation of Critical Documents” consistent with the procedures as set forth in Paragraph 9, *supra*;
- c. translate, upon request, IEPs, evaluations, and 504 plans into the Covered Languages as set forth in Paragraph 10, *supra*;
 - d. Language access training:
 - i. update language access Training Materials as set forth in Paragraph 14, *supra*;

- ii. provide Mandatory Language Access Training to School Staff, including LACs and OSH school-based nurses, as set forth in Paragraphs 16-17, *supra*;
 - iii. direct any vendor that provides contract nurses to the DOE to provide mandatory language access training as set forth in Paragraph 21, *supra*;
 - iv. provide LACs with supplemental trainings as set forth in Paragraph 20, *supra*;
 - v. Confer with Plaintiffs' counsel regarding any significant revisions to the Training Materials, consistent with the procedures as set forth in Paragraph 23, *supra*;
 - vi. ensure any revisions to the Training Materials include the elements as set forth in Paragraph 18, *supra*;
 - vii. provide a copy of any revised Training Materials to Plaintiffs' counsel, consistent with the procedures as set forth in Paragraph 24, *supra*;
- e. Communication with families:
- i. direct Schools to inform Parents, in writing, of the availability of translation and interpretation services, as set forth in Paragraph 28(a), *supra*;
 - ii. provide online information to Parents regarding the availability of translation and interpretation services via a

- Frequently Asked Questions section of the DOE's family-facing website, as set forth in Paragraph 28(b), *supra*;
- iii. Employ the use of robocalls, text messages, emails, and/or postcards to inform Parents of translation and interpretation services, as set forth in Paragraph 28(c), *supra*;
 - iv. Maintain an explanatory video about translation and interpretation services on the DOE's family-facing website in a place readily available to parents, such as the HELLO page, as set forth in Paragraph 28(d), *supra*;
 - v. Post messages on the DOE's social media platforms about translation and interpretation services, as set forth in Paragraphs 28(e) and 30, *supra*;
 - vi. Provide each school with posters with text in all Covered Languages as set forth in Paragraph 28(f), *supra*;
 - vii. if the DOE receives supplemental funding from the New York City Council for language access services, allocate a portion of such funding to purchase advertisements in non-English language and/or create and disseminate multi-language posters in store fronts and other public spaces regarding the available free translation and interpretation services, as set forth in Paragraph 29, *supra*;

- f. Chancellor's Regulation:
- i. propose amendments to Chancellor's Regulation A-663 with the elements as set forth in Paragraph 31, *supra*, within six months of the Effective Date of this Stipulation, as set forth in Paragraph 33, *supra*;
 - ii. share the Proposed Amendments to Chancellor's Regulation A-663 with Plaintiff's counsel at least twenty-five (25) business days before posting the regulation for public comment, as set forth in Paragraphs 32, 38, and 39(c), *supra*;
 - iii. meet with Plaintiffs' counsel within five (5) business days of receipt of any comments Plaintiffs' provides to Defendant's counsel, or at an alternatively agreed-upon time, regarding the draft Proposed Amendments, as set forth in Paragraphs 32, 38, and 39(c), *supra*;
 - iv. provide Plaintiffs' counsel the final version of the Proposed Amendments at least 10 days prior to posting them for public comment, as set forth in Paragraphs 32, 38, and 39(c), *supra*;
 - v. if the DOE issues a revised public notice under N.Y. Education Law § 2590-g(8)(b) concerning Chancellor's Regulation A-663, provide notice, via email, to Plaintiffs of such revised notice within one Business Day of its issuance, as set forth in Paragraph 34, *supra*;

- vi. notify Plaintiffs' counsel within five (5) days of the PEP's vote on the Proposed Amendments and provide a link to the revised regulation if the Proposed Amendments have been adopted, as set forth in Paragraph 36, *supra*;
- vii. if the PEP does not approve the Proposed Amendments, post for public comment another set of Proposed Amendments no later than nine months from the date on which the PEP voted down the prior Proposed Amendments, as set forth in Paragraph 38, *supra*;
- viii. if the PEP does not approve the revised Proposed Amendments two times, meet with Plaintiffs' counsel within twenty (20) Business Days of Plaintiffs' counsel's request to discuss the appropriate course action regarding amendments to Chancellor's Regulation A-633, as set forth in Paragraph 39(a), *supra*;
- ix. if the parties agree that another effort should be made to amend Chancellor's Regulation A-633, engage in the same notice and consultation process as for the first two efforts to amend the Regulation, as set forth in Paragraph 39(c), *supra*;
- g. Internal Oversight and Accountability
 - i. maintain a language access-specific complaint form in the nine covered languages on its family-facing website in a

- place readily available to parents, such as the DOE's HELLO page, as set forth in Paragraph 40, *supra*;
- ii. review complaints received through this form on a timely basis, as set forth in Paragraph 40, *supra*;
 - iii. maintain a record of the number and nature of complaints received through this form, as set forth in Paragraph 41, *supra*;
 - iv. to the extent that OLA identifies trends or patterns of non-compliance with the DOE's language access policies in the complaints received through this form, take appropriate action in an effort to resolve the trends or patterns of non-compliance, as set forth in Paragraph 42, *supra*;
 - v. track the Language Access Metrics at the school and district level, as set forth in Paragraph 43, *supra*;
 - vi. review the Language Access Metrics of each district during each School Year, as set forth in Paragraph 44, *supra*;
 - vii. where the district-level Language Access Metrics raise questions about whether a district is complying with the DOE's language access policies, take appropriate action in an effort to resolve any identified non-compliance, as set forth in Paragraph 45, *supra*;
 - viii. in response to a complaint about the provision of translation and/or interpretation services for a school-level event or

communication, or where a complaint reveals repeated non-compliance with the DOE's language access policies or with school staff's understanding of their language access responsibilities, review the school's Language Access Metrics and engage with the school in an effort to resolve the complaint and/or any issues identified regarding the school's non-compliance with the DOE's language access policies or with the staff's understanding of their language access responsibilities, as set forth in Paragraph 46, *supra*;

- ix. periodically check translated communications and interpretation at events provided by vendors and conduct periodic meetings with vendors, at least once per calendar year, to discuss issues related to the vendor's provision of translation and interpretation, which will include, but are not limited to, any deficiencies in the services provided by the vendor, to the extent any deficiencies exist, as set forth in Paragraph 47, *supra*;
- x. if a vendor's services do not comport with its obligations under the contract, take appropriate action in accordance with the contract and applicable laws and policies in an effort to bring the vendor into compliance with their contractual obligations, as set forth in Paragraph 48, *supra*;

- xi. where OLA has received a complaint regarding qualitative issues and/or significant delays with a vendor's provision of interpretation and/or translation services, or where the complaint reveals repeated failures by a vendor to provide adequate interpretation and/or translation services, review the complaint and take appropriate action in an attempt to resolve the identified qualitative problems, delays, or failures to provide adequate interpretation and/or translation services by the vendor, as set forth in Paragraph 49, *supra*;
- xii. maintain a system by which to track the completion of requests for translation of communications made to OLA, as set forth in Paragraph 50, *supra*;
- xiii. where OLA learns that the Mandatory Training for the second semester of the 2024-25 School Year, for the 2025-26 School Year, or the 2026-27 School Year has not been completed in a timely manner by the relevant school staff, take appropriate action designed to avoid such untimeliness in the future, as set forth in Paragraph 52, *supra*;
- xiv. in response to a complaint about the provision of translation and/or interpretation services at a DOE event or in relation to a centrally created communication, take appropriate steps to engage with implicated parties in an effort to resolve the

complaint and/or any identified issues giving rise to the complaint, as set forth in Paragraph 53, *supra*; and

h. Provide to Plaintiffs reports as set forth in Paragraph 54, *supra*.

85. If Plaintiffs believe that a change or update made to a Best Practices document is inconsistent with the principles or intent of the original Best Practices document or would diminish the translation and interpretation services to LEP parents currently defined as the best practices in a Best Practices document, as set forth in Paragraphs 4, 5, 8, and 9, *supra*, and/or that the Training Materials are inconsistent with the requirements set forth in Paragraph 18, *supra*, then Plaintiffs may seek appropriate relief.

86. If the DOE proposes further proposed amendments to Chancellor's Regulation A-663, issued pursuant to a revised public notice under N.Y. Education Law § 2590-g(8)(b), that do not include the items set forth in Paragraph 31, *supra*, then Plaintiffs may seek appropriate relief as set forth in Paragraphs 82-83.

87. Throughout the Settlement Term, the United States District Court for the Eastern District of New York shall retain jurisdiction to enforce the terms of this Stipulation upon the filing of an appropriate motion by any party. Upon the expiration of the Settlement Term, and any extension(s) thereto, the Court's jurisdiction shall end. The parties request that the Court indicate in the docket that it is retaining jurisdiction over this Stipulation.

88. Upon a finding of substantial noncompliance with any term of the Stipulation, the Court may grant such relief as it deems just and proper, subject to any limitations set forth in this Stipulation. Such relief includes, but is not limited to: (a) extending the Settlement Term, in whole or in part, by one (1) School Year, although Plaintiffs are limited to seeking no more than two (2) such extensions of the Settlement Term; and (b) ordering specific performance

of the provisions of the Stipulation identified in the Non-Compliance Notice, ordering Defendants to produce additional reports or information related to the issues addressed in the Notice, or granting Plaintiffs other appropriate injunctive relief; and/or (c) holding Defendants in contempt for their noncompliance. If the Court extends the Settlement Term and/or orders any other relief, Plaintiffs may seek reasonable attorneys' fees and costs for work performed in connection with their application.

89. In any motion for enforcement, the presumptive relief shall be an injunction and/or an order of specific performance. For a contempt citation to be entered with respect to any issue identified in a Non-Compliance Notice, Plaintiffs shall be required to show that Defendants' alleged omissions or failures to comply were not minimal or isolated, but were sufficiently significant or widespread and recurring so as to amount to willful noncompliance.

90. The terms set forth in this Stipulation shall be effective only for the duration of the Settlement Term or any extension thereof as ordered by the Court pursuant to Paragraph 88, *supra*.

91. If Defendants fail or delay in fulfilling or performing any term of this Stipulation, Defendants may give notice that they are invoking this provision to the extent such failure or delay is caused by or results from events beyond the Defendants' reasonable control that frustrate the purpose of this Stipulation, also known as Force Majeure Events. Force Majeure Events may, but do not necessarily, include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) intervening court orders or laws; (e) actions, embargoes or blockades in effect on or after the date of this Stipulation; (f) actions or orders by any governmental authority; (h) national or regional emergencies; (i) strikes, labor stoppages or slowdowns or other industrial


disturbances; (j) epidemics, pandemics or similar influenza or bacterial infections (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (k) emergency states; (l) shortages of adequate medical supplies and equipment; (m) shortages of power or transportation facilities; and (n) other similar events beyond the reasonable control of the Defendants. Defendants' counsel shall notify Plaintiffs' counsel in writing as soon as practicable (but not later than twenty (20) Business Days) after the Defendants believe that such Force Majeure Events would cause or has caused the Defendants to be unable to satisfy a term of this Stipulation providing a description of the Force Majeure Event(s) ("Force Majeure Notice") and the impacted term(s). Within fifteen (15) Business Days of a Force Majeure Notice, or upon an alternatively agreed-upon time, Plaintiffs' counsel and Defendants' counsel shall meet to discuss the issues identified in the Force Majeure Notice. If, after said meet and confer, Plaintiffs believe that the asserted Force Majeure Event(s) should not excuse, in whole or in part, Defendants' failure or delay in fulfilling or performing any term of this Stipulation, Plaintiffs may seek judicial intervention to consider the propriety of the Defendants' assertion of a Force Majeure Event or Events. In the event that the Court finds that Defendants have been unable to satisfy a term or terms of this Stipulation due to events beyond Defendants' reasonable control, then Defendants shall not be deemed to have defaulted under or breached this Stipulation, held in contempt, or otherwise penalized. Nothing in this paragraph should be interpreted as barring Plaintiffs from seeking relief from the Court requiring the Defendants to take reasonable steps to satisfy the term(s) affected by the Force Majeure Event(s) to the extent possible.

Dated: January 24, 2025
New York, New York

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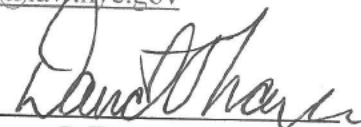
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It is **SO ORDERED** this 31st day
of January, 2025.

s/ *Steven Tiscione*

STEVEN L. TISCIONE
United States Magistrate Judge

Exhibit

A



Best Practices for When to Provide Interpretation for Critical Oral Communications with Parents

Some parents prefer to speak in a language other than English when receiving information about their child’s education. This document provides best practices for providing interpretation of critical oral communications for parents.

Specific Examples of Critical Oral Communications

Critical oral communications may include, but are not limited to:

- Communications related to class field trips or any excursion off-site;
- Communications related to enrollment, academic standards or programs, entitlement to public education, and educational progress, including, but not limited to: information about promotion, grades, and progress;
- Communications related to health or safety;
- Communications related to legal or disciplinary matters;
- Communications related to remote learning;
- Communications related to changes in school schedules, days off or “remote,” and pick up/drop off times.

For scheduling critical oral communications in advance:

If the school staff member knows prior to the conversation that the parent prefers to speak in a language other than English, the school staff member should offer to arrange interpretation services and inform the parent that an interpreter can be provided at no cost to the parent by, for example, sending a written notice to the parent’s address of record, an email to the parent’s email address of record, a text message, a voicemail message to the parent’s telephone number of record, or by speaking to the parent in-person. The staff member may also make an additional offer to arrange interpretation services at any time prior to or during the conversation/meeting.

The school staff member may know that the parent may need interpretation services for the following reasons, among others:

1. The school staff member reviewed the student’s current blue card or ATS and is aware that the parent has indicated a preferred spoken language other than English;
2. The school staff member knows that the parent requested or used an interpreter for prior conversations with school staff within the past year; and/or
3. The school staff member knows that the parent expressed to other school staff members within the past year that the parent prefers to speak in a language other than English.

For all critical oral communications (whether scheduled in advance or not):

During the conversation/meeting with the parent, the school staff member should offer to arrange interpretation services if the parent seems to be having difficulty understanding English, expressing themselves in English, or responding to questions in English.



Signs that the school staff member should offer to arrange interpretation services include, but are not limited to:

- a parent responds to questions in a language other than English;
- a parent asks no questions during the interaction;
- a parent's responses are limited to a few simple words in English (e.g., yes, no, ok, thank you), when a longer response appears warranted; and
- a parent does not answer questions posed in English by the school staff member or the response to a question in English suggests a question was not understood.

In addition, the staff member should arrange interpretation services if the parent makes a request for interpretation services prior to or during the meeting/conversation.

If the school staff member is unable to arrange interpretation at the time of the communication, they should offer to reschedule the meeting for a time when an interpreter is available.

Exhibit

B



Best Practices for When to Provide Translation of Critical Written Communications to Parents

Some parents prefer to communicate in a language other than English when receiving information about their child's education. This document provides best practices for providing translations of critical written communications to parents.

Specific Examples of Critical Written Communications

Critical written communications may include, but are not limited to:

- Documents related to class field trips or any excursion off-site;
- Documents related to enrollment, academic standards or programs, entitlement to public education, and educational progress, including, but not limited to: promotion in doubt letters, report cards, and progress reports;
- Documents related to health or safety;
- Documents related to legal or disciplinary matters;
- Documents related to remote learning;
- Documents related to changes in school schedules, days off or "remote," and pick up/drop off times.

Non-Student Specific Critical Written Communications

Existing Translations of Centrally-Produced Non-Student-Specific Critical Written Communications

The DOE has already translated numerous non-student-specific critical communications that schools have sent to parents, and continues to translate additional communications over time. These documents can be found on the DOE website, the Public InfoHub and the Employee InfoHub (for example, at <https://www.schools.nyc.gov/school-life/school-environment/hello> and <https://www.schools.nyc.gov/about-us/news/chancellor-s-message-for-families>). When planning to send centrally-produced non-student-specific written communications to parents, schools should obtain existing centrally-prepared translations of the communications in the covered languages and provide them to parents who prefer to communicate in a covered language.

Existing Translations of School-Produced Non-Student-Specific Critical Written Communications

When schools need to send communications to all parents about a school-related issue for which there is no centrally-produced communication or centrally-prepared translation, every effort should be made to use a previously-prepared translation already used by the school and adapt it to the current situation. If no such translation exists, it is the best practice for schools to have the communication translated into each of the covered language(s) preferred by the parents of students in the school. (See the DOE's HELLO webpage (<https://www.schools.nyc.gov/school-life/school-environment/hello>) for guidance on obtaining translations and estimated turnaround times.)

Procedures for providing translated documents

Existing translated documents should be provided at the same time as the English version of these documents. If a school staff member knows that the parent prefers to communicate in one of the covered languages, and a document is in the process of being translated at the time that the English version is distributed, the translated version should be provided to the parent when it becomes available. When the school is directing English-proficient parents to a document available on a website, it is acceptable to direct a parent who prefers another language to a translation on a website.



The school staff member should provide a parent with a translation in the appropriate covered language for the following reasons, among others:

1. The parent requests a translation.
2. The school staff member has reviewed the student's current blue card or ATS and is aware that the parent has indicated that they prefer a covered language;
3. The staff member knows that the parent does not read, or is not comfortable reading, English;
4. The staff member knows that the parent requested a translation of a prior critical written communication in a covered language within the past year;
5. The staff member knows that the parent has previously expressed to other school staff members within the past year that the parent prefers a covered language.

If the school staff member learns after distributing a document to a parent in English that the parent prefers to communicate in one of the covered languages, and the document is still relevant, then, to the extent possible, the staff member should provide the translation to the parent as soon as possible.

Student-Specific Critical Written Communications

Schools and/or DOE staff should offer to provide parents who prefer a covered language with a translation of any document that would be provided to an English-proficient parent in English, if that document contains individual, student-specific information regarding, but not limited to, a student's: (a) health; (b) safety; (c) legal or disciplinary matters; or (d) entitlement to public education or placement in any Special Education, English Language Learner or non-standard academic program. (See the DOE's HELLO webpage (<https://www.schools.nyc.gov/school-life/school-environment/hello>) for guidance on obtaining translations.)

The school staff member should offer to provide a parent with a translation in the appropriate covered language for the following reasons, among others:

1. The parent requests a translation.
2. The school staff member reviewed the student's current blue card or ATS and is aware that the parent has indicated that they prefer a covered language;
3. The staff member knows that the parent does not read or is not comfortable reading English;
4. The staff member knows that the parent requested a translation of a prior critical written communication in a covered language within the past year;
5. The staff member knows that the parent has previously expressed to other school staff members within the past year that the parent prefers a covered language.

It is the best practice for schools to promptly translate a student-specific critical written communication and provide it to the parent within a reasonable amount of time taking into consideration the type of communication and whether the communication includes deadlines by which a parent may need to take action or respond to the school.

Parents who prefer a Language other than a Covered Language

Parents who prefer a language other than a covered language may request translation or interpretation (i.e., sight translation) of critical communications. It is the best practice for staff to provide translation or interpretation of such critical communications, provided the document is still relevant.