



U.S. Department of Justice

United States Attorney's Office
Northern District of Ohio

U.S. Mail: United States Courthouse
801 West Superior Avenue, Suite 400
Cleveland, OH 44113-1852
Phone: (216) 622-3600
Fax: (216) 522-2404

Civil Rights Division
Educational Opportunities Section

U.S. Mail: 950 Pennsylvania Avenue, NW
4CON, Rm. 10.1112
Washington, D.C. 20530
Overnight: 4 Constitution Square
150 M Street, NE, Rm. 10.1112
Washington, D.C. 20002
Phone: (202) 353-5832

SAS:NP:JP:TC

November 13, 2023

Via Electronic Mail

Jennifer Dawson, Esq.
Marshall Melhorn, LLC
Four Seagate
Eighth Floor
Toledo, OH 43604
dawson@marshall-melhorn.com

Re: Extension of July 2020 Settlement Agreement between the Department of Justice and Toledo Public Schools

Dear Ms. Dawson,

On July 31, 2020 the United States Department of Justice (“United States”) and Toledo Public Schools (“the District”) (collectively, the “Parties”) executed a Settlement Agreement (“Agreement”) that aimed to resolve the Department’s investigation into alleged discrimination under Title IV of the Civil Rights Act of 1964, 42 U.S.C. § 2000c *et seq.* (“Title IV”); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131–12161 (“Title II”); 28 C.F.R. Part 35; and the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1701 *et seq.* (“EEOA”). Since then, the District has made significant progress in meeting its obligations under the Agreement, including implementing Tier I of Positive Behavior Interventions and Supports (“PBIS” or “PBS”) in all District schools, improving its data collection practices, and providing translations and interpretation services for limited English proficient (“LEP”) parents.

Despite this progress, the United States has identified areas where it contends the District has progressed but still needs more time to come into compliance with the Agreement. While the District does not concede that it has not fulfilled its obligations under the Agreement, the Parties agree to extend those provisions of the Agreement identified below through the end of the 2024–

25 school year (the “Limited Extended Agreement”). All other provisions of the Agreement are satisfied and closed.

The introductory paragraphs on page 1 of the Agreement and definitions in Section I remain binding on the Parties.

Revised and Retained Paragraphs

The following provisions of the Agreement are revised or retained, as enumerated below:

Paragraph 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 with the goal of ensuring equal treatment of similarly situated students, developing plans to address any identified concerns, and coordinating professional development to support implementation of PBIS. The District will examine discipline data by race and by disability status to identify disparities in discipline outcomes at the grade, classroom, and school levels. The District will also analyze disproportionalities by frequency of discipline referrals (the extent to which subgroups of students are likely to receive multiple infractions compared to others, for example Black versus white students and students with disabilities versus students without disabilities), by infraction type, and by severity of consequences.

Paragraph 17

Paragraph 17 will be extended in its entirety through the end of the 2024–25 school year.

Paragraph 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 and will continue to identify ways to minimize unnecessary referrals to SROs and other law enforcement personnel. The District will provide resources, training, and oversight to support full and effective PBS implementation at all schools. The United States will assess the District’s compliance with its obligations under this Agreement consistent with Paragraph 61.

Paragraph 25

All schools will implement Tier II and Tier III strategies for students who do not respond to Tier I supports, including individualized interventions for students with disabilities and evaluations for students who may have disabilities. Beginning with the 2024-2025 school year, each District school will maintain a list of students receiving Tier II and Tier III PBIS interventions. The list will include (1) each student’s name; (2) whether that student receives Tier II or Tier III interventions/supports; (3) the date that Tier II and/or Tier III interventions began for the student; (4) the name or description of the specific Tier II and/or Tier III interventions/supports the student receives; and (5) when applicable, the

date the Tier II and/or Tier III interventions ended (the “Tier II and Tier III documentation”). For the 2023-2024 school year, the District will maintain the Tier II and Tier III documentation for ten District schools. The District will submit this documentation with its annual report each year. Schools will implement targeted, individualized, and intensive supports for students with disabilities not responding to the school’s general support strategies.

Paragraph 26

The PBIS program at each school will include a data collection and review component consistent with Paragraphs 45 and 46, including Unified Insights data or other student information system or other summary reports showing disaggregated discipline by race and disability.

Paragraph 27

At least once each school year, the District will conduct a fidelity assessment for all tiers or programs of support at each school. The fidelity assessment should assess the components of PBIS at each school, including all components of Tier I, Tier II, and Tier III PBIS; 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. Each year, the District will ensure that a school administrator, the Social and Emotional Well-Being Team (“SEW”) Team, and the person assigned to track and assist with implementation of the District’s PBIS framework meet to analyze the results of the fidelity assessment and respond if appropriate, consistent with the terms of the Agreement. To demonstrate compliance, the District must submit documentation of fidelity assessments—containing information about all three tiers—of PBIS at each school in its annual report.

Paragraph 29

School administrators, if not a member of the SEW team, seeking to remove a student from school must consult with at least one member of the SEW Team to the extent practicable prior to taking such action unless a student’s presence in school poses a threat to safety or to property of significant value. Prior to any contemplated removal, a member of the SEW Team will consider whether race or disability are factors in the removal in order to ensure nondiscriminatory discipline.

The full SEW Team will review all removals monthly after they occur to ensure that removals are 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. The District will review removals and will provide additional support to ensure non-discriminatory discipline at the school, such as additional training and coaching sessions with staff.

Paragraph 31

The District will ensure that students with disabilities in an Alternative Program or In-School Suspension program are served by appropriately credentialed and trained staff (either by program staff with appropriate credentials and training to serve students with disabilities or by assigned special education teachers), and that those programs are able to provide reasonable modifications to policies and practices for those students as needed. The District will conduct on-site monitoring of these programs at least once per semester to ensure students with disabilities are being served by appropriately credentialed and trained staff, and that staff are providing reasonable modifications where needed. If the District determines that a program is unable to provide a reasonable modification for a student with disabilities, the District will not place the student there.

Paragraph 32

The District will designate a District-level administrator—not an administrative staff member—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. The District will train this designee on how to resolve discipline-related complaints. The District’s website will be updated to inform parents that the designee is available to receive complaints and provide information about the complaint process. The District will submit documentation with its annual report each year to show evidence of all complaints that were reported and how the designee worked to resolve each complaint.

Paragraph 44

Paragraph 44 will be extended in its entirety through the end of the 2024–25 school year.

Paragraph 45

The District will review aggregate discipline data 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.

Paragraph 46

The District will review aggregate discipline data 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.

Paragraph 47

Paragraph 47 will be extended in its entirety through the end of the 2024–25 school year.

Paragraph 48

Paragraph 48 will be extended in its entirety through the end of the 2024–25 school year.

Paragraph 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 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. The District will provide copies of the fliers and any communications advertising the community meeting in its annual report to the United States.

Paragraph 54

This Agreement is effective as of the date the 2023-24 school year started.

Paragraph 55

Paragraph 55 will be extended with respect to the terms of Limited Extended Agreement through the end of the 2024-25 school year.

Paragraph 56

The District understands that the United States retains the right to evaluate the District's compliance with this Limited Extended Agreement, including the right to conduct site visits, 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 and to determine whether the District is in compliance with this Limited Extended Agreement and relevant federal laws.

Paragraph 57

Paragraph 57 will be extended with respect to the terms of Limited Extended Agreement through the end of the 2024-25 school year.

Paragraph 58

The District will submit the following annual reports to the United States demonstrating its efforts to comply with the Limited Extended Agreement, subject to the early termination procedures described in Paragraph 65: The District will provide its fourth annual report within 30 days of the last day of the 2023-24 school year and the fifth annual report within 30 days of the last day of the 2024-25 school year.

Paragraph 59

Paragraph 59(b)-(d), (e), (g)-(i) will be retained with respect to the terms of Limited Extended Agreement through the end of the 2024–25 school year.

Paragraph 60

Paragraph 60(c) will be extended with respect to the terms of Limited Extended Agreement through the end of the 2024-25 school year.

Paragraphs 61-63

Paragraphs 61-63 will be extended in their entirety through the end of the 2024-25 school year.

Paragraph 64

This Limited Extended Agreement will remain in effect until 60 days after the United States receives the District’s fifth annual report, which is due within 30 days of the last day of the 2024-25 school year.

Paragraphs 66-73

Paragraphs 66-73 will be extended with respect to the terms of the Agreement and the Limited Extended Agreement through the end of the 2024-25 school year.

By signing this letter, the Parties agree to the terms of this Limited Extended Agreement through the end of the 2024–25 school year. The United States will continue to monitor the Agreement consistent with its existing terms and enforcement mechanisms.

For the United States:

REBECCA C. LUTZKO
United States Attorney
Northern District of Ohio

ANGELITA BRIDGES Digitally signed by ANGELITA BRIDGES
Date: 2023.12.15 09:57:53
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ANGELITA CRUZ BRIDGES
Assistant United States Attorney
U.S. Attorney's Office
Northern District of Ohio
United States Courthouse
801 West Superior Avenue, Suite 400
Cleveland, OH 44113-1852
(216) 622-3600
ABridges@usa.doj.gov

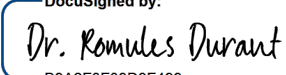
SHAHEENA A. SIMONS
Chief
Educational Opportunities Section
Civil Rights Division

TONI COLEMAN Digitally signed by TONI COLEMAN
Date: 2023.12.15 10:09:07
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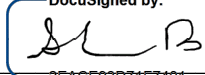
NAVIN PANT, Deputy Chief
TONI COLEMAN, Trial Attorney
JESSICA POLANSKY, Trial Attorney
Educational Opportunities Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Ave. NW
Washington, DC 20530
(202) 353-5832
Toni.Coleman@usdoj.gov

Attorneys for the United States

For the Board of Education of the Toledo City School District:

DocuSigned by:

B0A2F0F09D9F400...
DR. ROMULES L. DURANT, Superintendent
Toledo City School District

Date: December 13, 2023

DocuSigned by:

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SHEENA BARNES, President
Board of Education
Toledo City School District

Date: December 14, 2023

DocuSigned by:

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RYAN STECHSCHULTE, Treasurer
Toledo City School District

Date: December 14, 2023