

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LEOPOLDO BURGOS, IRIS BURGOS,
MIGUEL MENDEZ, and IDAINA
MENDEZ, on behalf of themselves
and all other persons similarly
situated,

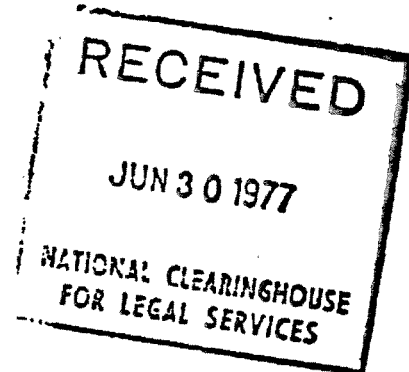
Plaintiffs,

-vs-

NO. 75 C 3974

ILLINOIS DEPARTMENT OF CHILDREN
AND FAMILY SERVICES (DCFS);
RICHARD S. LAYMON, individually
and in his official capacity as
Guardianship Administrator of
DCFS; MARY LEE LEAHY, individually
and in her official capacity as
Director of DCFS; ROSE GETER,
individually and in her official
capacity as Affirmative Action
Officer of DCFS; LUTHERAN CHILD
AND FAMILY SERVICES, a Not-For-
Profit Illinois Corporation; and
BENSENVILLE HOME SOCIETY, a Not-
For-Profit Illinois Corporation,

Defendants.



CONSENT DECREE

The plaintiffs having filed their complaint herein on November 20, 1975, on their own behalf and on behalf of all other persons similarly situated in the Chicago metropolitan area, alleging that the Defendants Illinois Department of Children and Family Services ("DCFS"), its administrators and two private child welfare agencies were administering child placement and social services programs in a manner such that members of the plaintiff class were being excluded from full

participation in, being denied the benefits of, and being subjected to discrimination on the basis of their national origin and race in such programs, and the plaintiffs having sought relief pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, 45 C.F.R. §80.1 et seq., 42 U.S.C. §1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the United States Constitution; and this Court having denied the Defendants' Motion to Dismiss Plaintiffs' Complaint and granted the plaintiffs their Motion to Maintain the action as a class action, on their own behalf and on behalf of the class of persons defined as follows:

All persons who were born in Puerto Rico and are now residing in the Chicago metropolitan area whose children have been, are, or will be placed under the guardianship and/or custody of the Illinois Department of Children and Family Services without accommodating the national origin of the parents;

and plaintiffs and defendants having entered into a Stipulation for Entry of a Consent Decree dated *January 10*, 1977, the original of which has been filed with this Court, said Stipulation having been made solely for the purpose of settlement of all the plaintiffs' claims as alleged in the Complaint and without admission as to any^v allegations of the Complaint, and it appearing that there has been no trial of the matters alleged in the Complaint, and there has been no finding of fact or conclusion of law or adjudication made with respect to any matter alleged in, or arising out of the Complaint, other than as specified herein above, and the Court having assessed the fairness and reasonableness of the proposed Consent Decree and

having considered that this case raised substantial, complex, and contested issues of law and fact and that the public interest was significantly involved herein and having considered the possible benefits of litigation to members of plaintiff class as compared with the benefits offered by the Consent Decree, and being of the opinion that the Consent Decree represents a fair solution of the competing interests of the plaintiff class and defendants, and concluding that it is fair, reasonable and adequate, and should be and is approved pursuant to F.R.C.P. 23, now, therefore, upon the Stipulation for Entry of a Consent Decree between the plaintiffs and the defendants, dated *January 10*, 1977, upon all prior proceedings had herein, and upon the consent of the parties hereto, it is ORDERED, ADJUDGED AND DECREED that:

A. Definitions

1. As used herein, the following terms have the meanings indicated:

a) "DCFS" means the Defendant Illinois Department of Children and Family Services.

b) "State Defendants" means DCFS; Richard S. Laymon, Guardianship Administrator of DCFS (and his successors in office); Mary Lee Leahy, Director of DCFS (and her successors in office); and Rose Geter, Affirmative Action Officer of DCFS (and her successors in office).

c) "Lutheran" means the Defendant Lutheran Child and Family Services.

d) "Bensen lla" means the Defendant Bensenville Home Society.

e) "Plaintiffs" means the class of persons defined as

All persons who were born in Puerto Rico and are now residing in the Chicago metropolitan area whose children have been, are, or will be placed under the guardianship and/or custody of the DCFS without accommodating the national origin of the parents.

f) "Other Hispanic parents" means any persons of Mexican, Central, South American or other Hispanic origin who are now residing in the Chicago metropolitan area and whose children have been, are, or will be placed under the guardianship and/or custody of DCFS.

g) "Hispanic children" means all children of plaintiffs and other Hispanic parents.

h) "Hispanic client" means all plaintiffs, other Hispanic parents and Hispanic children.

i) "Client contact position" means the following positions included in the Equal Employment Opportunity (EEO) categories of "Officials and Managers," "Professionals," "Para-Professionals," and "Office Clerical":

Child Welfare Administrator
Assistant Guardianship Administrator
Child Welfare Staff Development
Coordinator
Child Care Progress Supervisor
Hearing and Speech Specialist
Homemaker Service Supervisor
Human Relations Consultant
Nurse
Physical Rehabilitation Therapist
Psychologist
Physician
Recreational Worker
Rehabilitation Teacher Supervisor
Social Service Community Planner
Social Service Progress Planner

Social Service Career Trainee
Social Service Consultant
Social Worker
Voluntary Service Coordinator
Activity Program Aide
Child Care Service Worker
Child Care Trainee
Community Development Aide
Community Worker
Counselor Aide
Multi-Purpose Practitioner
Physical Therapist Aide
Social Service Worker Trainee
Social Service Aide Trainee
Student Worker
Switchboard Operator
Day Care Licensing Representative

j) "Foster parent" means any person who has been licensed by DCFS or any public or private child welfare agency to provide foster care on an emergency, temporary or long-term basis.

k) "Spanish speaking" as applied to plaintiffs, other Hispanic parents, foster parents, and the general public, means that Spanish is the language primarily relied upon for oral and/or written communications.

l) "Spanish speaking children" means children who either primarily rely upon Spanish or who are too young to talk and whose parents are Spanish speaking as defined herein.

m) "Bilingual employee" means an employee of DCFS or of a vendor or subcontractor of a vendor in a position who, in addition to possessing the necessary qualifications for the particular job position, is proficient and fluent in oral and written communication in English and Spanish.

n) "Child welfare services" means all those services identified now and in the future in the Child Welfare Service Inventory of DCFS, attached hereto as Exhibit A, or in any successor inventory which contains substantially the same information.

o) "Essential child welfare services" means those child welfare services identified now and in the future as "essential" by the Child Welfare Inventory of DCFS.

p) "Adjunctive Child Welfare Services" mean those child welfare services identified now and in the future as "adjunctive" by the Child Welfare Service Inventory of DCFS.

(q) "Supportive Services" mean those child welfare services identified now and in the future as "supportive" by the Child Welfare Service Inventory of DCFS.

(r) "Vendor" means any individual, private or public agency, and public or private institution which contracts with DCFS by grant or purchase agreement to provide child welfare services.

(s) "Chicago Area offices" when applied to a DCFS service area means:

- i. Chicago East Area Office and all its field and/or outpost offices;
- ii. Chicago North Area Office and all its field and/or outpost offices;
- iii. Chicago South Area office and all its field and/or outpost offices;
- iv. Chicago West Area Office and all its field and/or outpost offices;
- v. All Emergency Protective Services Offices in Chicago; and
- iv. Central Resource Unit.

(t) "Chicago metropolitan area offices" when applied to the DCFS service area means:

- i. All Chicago area offices;
- ii. Aurora Area Office and all its field and/or outpost offices;
- iii. Lake-McHenry Area Office and all its field and/or outpost offices; and
- iv. Joliet Area Office and all its field and/or outpost offices.

(u) "Chicago metropolitan area" means the area served by all Chicago metropolitan area offices of DCFS.

(v) "October 6, 1976," when used to refer to the numbers and/or employment positions of bilingual employees in one or more of the Chicago Area Offices, refers to the numbers and/or employment positions of bilingual employees in such offices as specified in the letter attached hereto as Exhibit B, directed to the plaintiffs' counsel from the state defendants' counsel.

(w) "Documents" shall mean bulletins, pamphlets, posters, forms, notices or letters furnished, sent to, or otherwise made available to DCFS to its recipients of child welfare services and/or persons who inquire about or request such child welfare services.

B. Bilingual Employees

1. All persons are entitled not to be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color or national origin in regard to the delivery of any child welfare services provided by DCFS and its vendors.

2. State defendants will maintain their practice of having bilingual employees in each of the six clusters of offices which comprise the Chicago area offices as defined in Paragraph A (1)(s) herein, and will by April 30, 1977, hire and assign to client contact positions in those offices that additional number of bilingual employees as shall result in a net increase of fifteen bilingual employees to the number of bilingual employees that were in said offices as of October 6, 1976.

excluding the Chicago area offices, the state defendants will, by April 30, 1977, hire and assign to client contact positions in the professional categories designated "official managers" or "professional" by the Equal Employment Opportunity Commission that additional number of bilingual employees as shall result in a total of no less than:

- a. Two bilingual employees in the Aurora Area Offices;
- b. One bilingual employee in the Lake-McHenry Area Offices; and
- c. One bilingual employee in the Joliet Area Offices.

4. Decisions related to the hiring and assignment of employees hired pursuant to Paragraphs 2 and 3 shall be made by the state defendants, subject however to Paragraphs 5, 6, 7, and 8.

5. The employees hired pursuant to Paragraphs ^{2 and} 3 ~~and 4~~ shall: ^{the}

a. have, as a qualification for employment a proficiency and fluency in oral and written communication in Spanish, said proficiency to be verified by an employee of DCFS whose native language is Spanish; and

b. all be assigned to the above-specified client contact positions and offices where such bilingual employees are needed.

6. By assignment of the employees hired pursuant to Paragraph B(2), or by reassignment of bilingual employees otherwise employed, there shall be, as of February 1, 1977, at least one bilingual employee classified as a "professional" by DCFS

who shall be available 24 hours a day at a central telephone number in Chicago to assist Spanish speaking clients and other members of the Spanish speaking public with specific or general inquiries or complaints concerning the provision of child welfare services by DCFS and/or its vendors. DCFS shall institute procedures to facilitate coordination and communication between the bilingual employee(s) providing the services described herein and (1) the bilingual assistant ombudsperson described in Paragraph B(7), infra; and (2) the DCFS caseworkers whose clients have called the above described telephone number. DCFS shall publicize the availability of bilingual services described in this paragraph by posting a Spanish language notice describing the same in a conspicuous location in all Chicago metropolitan area offices. In addition, DCFS shall make all reasonable efforts to publicize said services through the Spanish language media and shall provide counsel for the plaintiffs with no less than 500 one-page descriptions of said services.

7. By assignment of the employees hired pursuant to Paragraph B(2), or by reassignment of bilingual employees otherwise employed, the state defendants shall designate at least one person in Chicago whose responsibilities shall include being named the assistant to the ombudsperson for DCFS and whose duties shall include assisting Hispanic clients, Spanish-speaking foster parents and other Spanish-speaking persons who inquire about or request aid to child welfare services from DCFS or its vendors or who have complaints concerning the manner in which such services are being provided or the failure by DCFS to meet its obligations

as described in the Consent Decree. A notice in the Spanish language shall be prominently posted in all of the Chicago metropolitan offices informing clients of the telephone number and purpose of the bilingual ombudsperson and the availability of a bilingual assistant to the ombudsperson.

8. As a result of the action taken pursuant to Paragraphs B(2) and 3(a)-(c) and inclusive of any specific assignments of employees made pursuant to Paragraphs B(6)-(7), there shall be, as of April 30, 1977:

a. At least 15 more bilingual employees in client contact positions in Chicago area offices than there were as of October 6, 1976, and no less than four bilingual employees in the remaining Chicago metropolitan area pursuant to the terms of 3(a)-(c), supra;

b. In each Chicago metropolitan area office with any Spanish-speaking Latino clients, at least that same number of bilingual social workers as there were in each such office as of October 6, 1976.

9. Nothing in Paragraphs 2-8, supra, shall be construed to permit violation of the "Personnel Code," Ill.Rev.Stat., Ch. 127, §63-101, et seq., but defendants represent that they know of nothing in the Personnel Code which would preclude compliance with the provisions of said paragraphs.

C. Spanish-Language Documents

1. The state defendants, ^{and} Lutheran, and Bensenville shall give ^{on} highest priority to insuring that all Hispanic clients know what their rights are and how to preserve them. If a Hispanic client should waive any of his/her rights, he/she should do so with full

knowledge of what he/she is doing and without the slightest doubt that his/her limited English speaking ability prevents such knowledge. The state defendants further recognize an obligation to inform both their Hispanic clients and the Spanish-speaking general public of all child welfare services available through DCFS and its vendors. In order to effect these goals, the state defendants shall implement by March 31, 1977, the following practices and procedures in all the Chicago metropolitan area offices:

a. No documents listed in Paragraph C(1)(e), infra, shall be given to a Spanish-speaking Hispanic client without a Spanish translation accompanying it. Subject to the limitations in Paragraph C(1)(b), infra, the translation may be interlinear, on the reverse side of the page, in an adjacent column on the same page or on a separate sheet of paper. Communications to Spanish-speaking Hispanic clients written only in the Spanish language will be sufficient.

b. Any document listed in Paragraph C(1)(e), infra, requiring a Spanish-speaking Hispanic client's signature on the English version of the document shall contain an affidavit from a bilingual employee in English at the end of the document followed by a statement from the client in Spanish that the document has been translated and explained to him/her. A

Spanish translation of the document shall also be signed by the client and attached to the English version. The interpreter's affidavit and client's statement shall be as follows:

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

INTERPRETER'S AFFIDAVIT

My name is _____. I can read and speak both English and Spanish fluently. I read the foregoing _____ (document title and identification number) to _____ (client), translating it from English into Spanish. When I finished reading it, he/she signed the document voluntarily.

Interpreter

Subscribed and Sworn to
before me this _____ day
of _____, 19 ____.

NOTARY PUBLIC

Yo, _____, digo que el documento que antecede me ha sido leído, traducido y explicado en español y que comprendo y entiendo correctamente lo que en el se dice.

Translation: (I, _____, state that the document herein has been read, translated and explained to me in Spanish and that I understand correctly what it says.)

c. All informational and educational pamphlets, booklets, and posters listed in Paragraph C (1)(e) and (f), infra, shall be available and distributed in quantities proportionate to the English and Spanish speaking clientele of each area office. They will be openly and readily available to all Spanish-speaking persons who inquire about or request aid or any child welfare services from DCFS.

d. All documents listed in Paragraph C (1)(e) and (f), infra, and presently available in the Spanish language shall be distributed and used pursuant to Paragraph C(1)(a)-(c).

e. The state defendants shall, by March 31, 1977, have translated into the Spanish language in accordance to Paragraph C (1)(b), supra, and have begun using in all contacts with Spanish-speaking Latino clients the following documents:

CFS 150	Service Appeal Request
CFS 220 (2/65)	Application
CFS 403	Medical Consent of Parent or Guardian
CFS 403-1	Consent for Medical Care
CFS 420-17S	Elegibilidad y Servicio
CFS 424	Parental Affidavit (of having read and understood the Adoptive Surrender Form)
CFS 425	Foster Home Placement Agreement
CFS 426	Adoption Placement Agreement
CFS 433	Waiver of Religious Preference
CFS 433-1	Waiver of Religious Preference in Adoptive Placement
CFS 434	Consent for Baptism or Confirmation
CFS 435	Final and Irrevocable Surrender to an Agency for Purposes of Adoption of a Born Child
CFS 435-1	Entry of Appearance and Surrender to Agency with Consent to the Appointment of Guardian with Power to Consent to Adoption
CFS 435-2	Surrender to an Agency for Purposes of Adoption of an Unborn Child(ren)
CFS 437-1	Request for Notice to Putative Father/ Affidavit
CFS 437-2	Affidavit of Mother to Support Notice to Putative Father

CFS 437-3	Notice to Putative Father
CFS 441-3	Purchase of Care Agreement (Foster Family Care)
CFS 444	Voluntary Placement Agreement
CFS 444-1	Request for Termination of Temporary Custody
CFS 445	Affidavit Acknowledging Paternity
CFS 465	Notice of Parental Rights in Dependency and Neglect Proceedings
CFS 470-2	Subsidized Adoption Program Family Income and Expenditures
CFS 470-3	Application for Subsidy
CFS 470-4	Annual Reapplication
CFS 497-1	Service Plan Statement
CFS 497-2	Short-term Goals
CFS 600-3	Authorization for Release of Information
CFS 610	Consent for Treatment (By Adult Receiving Department Services)
CFS 780	Application for Homemaker Position
CFS 909	Voluntary Financial Agreement
CFS 911	Financial Statement for Payment Determination
CFS 911-1A	Follow-up Letter for Parents who have not Returned Financial Information
CFS 911-6	Form Letter: Homemaker Services
CFS 919	Informing Parents of Liability Determination
CFS 968-7	Individual Contract
CFS 968-11	Specialized Foster Home Agreement (contract)
CFS 1005	Permission for Use of Photographs of Patients
CFS 1050-S	Programas y Servicios
CFS 1050-1S	Child Welfare Services
CFS 1050-14S	If You're Thinking About Reporting Child Abuse
CFS 1050-17S	A Licensed Child Care Home
CFS 1050-18S	¿Seria Usted Un Buen Padre Foster?
CFS 1050-19S	¿Adopcion o Mas Espera?
CFS 1050-24S	Hogares de Crianza
CFS 1050-25	Common Questions About Adoption-No Address
CFS 1050-30	What About Day Care?
CFS 1050-31	With A Little Help
CFS 1050-32S	Su Servicio de Apelacion
CFS 1050-37F	Jobs Available-Different Job Title
CFS 1050-40	Child Abuse Alert

f. The state defendants shall, by May 31, 1977, have translated into the Spanish language in accordance with Paragraph C(1)(b), supra, and have begun using in all contacts with Spanish speaking Latino clients the following documents:

CFS 1050-7	Community Services for the Visually Handicapped
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CFS 1050-8	You Can Make the Difference Through Teen Foster Care
CFS 1050-10S	Be Alert for Child Abuse
CFS 1050-12F	A Lonely Childhood Lasts a Lifetime
CFS 1050-29	Understanding Child Abuse
CFS 1050-33	If You've Got a Lot of Love to Give
CFS 1050-38	Want to be a Foster Family?
CFS 1050-41	I Want My Mommy
CFS 1050-42	Kid Yourself
CFS 1050-44	Foster Parents Needed (use picture of Latino child)
CFS 1050-47	Be the Family in His Future
CFS 1050-2	Illinois Braille and Sight Saving School
CFS 1050-3	Illinois School for the Deaf
CFS 1050-5	Illinois Soldiers and Sailors Children's School
CFS 1050-6	Illinois Visually Handicapped Institute
CFS 1050-13	Illinois Children's Hospital-School
CFS 1050-23	Advisory Council
CFS 1050-36	Give a Little Help
	We Care for Kids: A Handbook for Foster Parents

g. Any present or successor forms and notices to those specified in Paragraph C(1)(e) and (f) which, though differently numbered and characterized, seek to communicate substantially the same information and are used for substantially the same purposes as those forms or notices shall be translated and distributed.

h. All individualized written communications mailed to Spanish-speaking plaintiffs and other Spanish-speaking, Hispanic parents by DCFS or its vendors shall be in the Spanish language.

D. Provision of Child Welfare Services

1. The state defendants, Lutheran, and Bensenville recognize the importance of assuring that child welfare services are provided to Hispanic clients by DCFS and its vendors in such a way as to accommodate the parents' national origin and primary language; to preserve and strengthen the Hispanic child's family ties whenever possible; and when the Hispanic child is removed from his family, to secure for him custody, care and discipline as nearly as possible equivalent to that which should be given by his parents. In order to implement these goals, the state defendants shall by March 31, 1977, assure that:

a. All Spanish-speaking children of Spanish-speaking Hispanic clients who are placed with foster parents shall be placed only with Spanish-speaking foster parents, subject to the conditions set forth in Paragraphs D(3)-(4) herein.

b. The social workers assigned by DCFS or its vendors to provide child welfare and counselling services to Spanish-speaking Hispanic clients shall be bilingual employees; and such social workers shall not have caseloads substantially larger than those of corresponding persons in the same area office who work with English-speaking clients.

c. All essential child welfare services provided by state defendants or its vendors which involve direct contact and communication with Spanish-speaking Hispanic clients shall be

provided by bilingual employees.

d. The state defendants and vendors shall make all reasonable efforts to provide adjunctive and supportive child welfare services for Spanish-speaking Hispanic clients through bilingual employees, and in no case shall an Hispanic client be denied such services by the state defendants because the parent or child is unable to speak English.

e. If, after reasonable efforts to do so, a vendor is unable to provide Spanish-speaking foster parents for a child of Spanish-speaking Hispanic clients or is unable to provide bilingual employees for the delivery of the services described in Paragraphs D(1)(b)-(d), supra, to Spanish-speaking Hispanic clients or their children, the vendor may decline or terminate its DCFS contract for the delivery of such services/ ^{to said clients or children.} Prior to terminating their contract with DCFS as provided herein, all vendors shall be required by DCFS to document in detail all efforts made to locate Spanish-speaking foster parents or bilingual employees and shall provide such documentation to DCFS prior to terminating the contract.

2. The requirements of Paragraph D(1)(a)-(e) shall be met by the state defendants and their vendors for all new Hispanic clients whose cases are accepted through the state defendants' intake, beginning 30 days from the date of entry of this Decree.

3. Within 90 days after the entry of this Decree, the state defendants shall review all cases of Hispanic clients whose cases were accepted through the state defendants' intake prior to those noted in Paragraph D(2) and readjust placements or service delivery assignments to comply

with the requirements of Paragraph D(1)(a)-(e), unless, in any particular case, the state defendants conclude after a full case review, including a discussion of the matter with the parents, that the replacement or reassignment would be harmful for the child or his/her family.

4. The requirements of Paragraphs D(1)-(3) may be suspended in reference to the child welfare services provided to a Spanish-speaking child if one of the following conditions is met:

- a. The Spanish-speaking parents of the Spanish-speaking child in question request services in the English language and sign a separate statement written both in Spanish and English that they have been informed that services are available in the Spanish language but that they desire services for themselves and/or their children in the English language.
- b. For a single period of not longer than sixty days immediately following the removal by DCFS of the child from his/her family, or for a period of not longer than twenty days at any subsequent time when replacement becomes necessary, after an extensive search by DCFS, if no service resources with capacity to provide services in the Spanish language are available but only until such resources become available.

5. The provisions of Paragraphs D(1)(a) and D(4)(b) are subject to the following terms:

- a. Starting within 90 days after the entry of this Decree and every three months thereafter, DCFS shall report the total number of Spanish-speaking children whom it has attempted to place or assign pursuant to Paragraphs D(1)(a) and (2), the number of such children whom it could not place within the 60 days or 20 days provided by Paragraph D(4)(b), the percentage of total children who could not be placed within the 60-day or 20-day period and a summary of all measures taken by DCFS to locate child welfare services required by Paragraph D(1)(a) for every child who is not placed within the required 60 or 20 day period. For every three month period in which the percentage of total children who could not be placed within the

required time period exceeds 10 per cent of the total number of such children it has attempted to place, the state defendants shall, within 30 days from the end of each said quarter, fill an additional bilingual staff position for resource development to meet the terms of this Decree. For one year after the date of entry of this Decree, the state defendants shall cause to be filed with the Court and served upon counsel for the plaintiffs, the documentation required herein. Thereafter, said documentation shall be kept by the Assistant Deputy Director for Operations in Chicago and made accessible to counsel for the plaintiffs to inspect within two weeks of a request for inspection.

- b. Within 30 days after the fourth reporting period required in Paragraph D(5)(a), the state defendants shall prepare a written evaluation, a copy of which shall be provided to counsel for the plaintiffs, of whether the hiring of additional bilingual employees (if such hiring is necessary pursuant to the terms of this paragraph) has substantially decreased the number and percentage of Spanish-speaking children who are not placed or assigned within the 60 or 20-day period as required herein. If the state defendants conclude in this evaluation that alternative measures requiring no less funding than necessitated by the hiring of additional bilingual employees during the first four reporting periods would be more effective than the hiring of additional bilingual employees to assure that larger numbers and a higher percentage of Spanish-speaking children are placed or assigned as required herein, representatives from DCFS shall consult with counsel for the plaintiffs within the aforesaid 30 day period; and if counsel for the plaintiffs approve the proposed alternative measures, such measures shall be instituted immediately by DCFS for the ensuing four reporting periods. The same procedure shall be followed by DCFS after the second series of four reporting periods and thereafter for each series of four reporting periods until DCFS can document for four consecutive quarters within a reporting series that 90 percent or more of all Spanish-speaking children (whose parents have not waived bilingual child welfare services) have been placed in accordance with the terms of Paragraph D(1)(a). Upon request by counsel for the plaintiffs, the state defendants shall provide documentation of the funding used by DCFS to implement the provisions of this paragraph.

E. Identification of Hispanic Clients.

1. On or before March 31, 1977, the state defendants shall initiate record keeping procedures in the Chicago metropolitan area offices to insure that DCFS and its vendors identify accurately both the national origin of all Hispanic clients who are or should be receiving child welfare services and the language which such clients primarily rely upon for oral and written communication. If any Hispanic client indicates that he or she is Spanish-speaking as defined herein, DCFS shall take all necessary measures to assure that such client receives Spanish-language documents pursuant to Paragraphs C(1)(a)-(g), supra, and child welfare services from Spanish-language employees pursuant to Paragraphs D(1)-(4), supra.

2. In order to identify all Hispanic clients pursuant to Paragraphs E(1), supra, DCFS shall request that the plaintiffs and other Hispanic parents entitled to receive child welfare services sign a form in Spanish and English indicating the language which the client primarily relies upon for oral and written communication. The determination of a Hispanic child's primary language shall be made by a bilingual social worker from either DCFS or the vendor who is primarily responsible for providing child welfare services for such children.

3. On or before March 31, 1977, DCFS and its vendors shall have identified all Spanish-speaking licensed foster parents in the Chicago metropolitan area.

4. On or before March 31, 1977, DCFS shall have compiled and thereafter shall continue to update at monthly intervals the

following information concerning Hispanic clients residing in the Chicago metropolitan area:

- a. name of all children under custody or guardianship of DCFS;
- b. name of parents of said children;
- c. information whether children and parents identified in "a" and "b" are Spanish-speaking as defined herein and their national origin;
- d. information whether foster parents of children identified in "a" are Spanish-speaking and specifying the national origin of said foster parents;
- e. name of social worker employed by DCFS or vendor who is primarily responsible for providing child welfare services to persons identified in "a" and "b"; and
- f. information whether such persons referred to in "e" are bilingual employees as defined herein.

5. Copies of the information and records compiled by DCFS pursuant to Paragraphs E(4)(a)-(f), supra, shall be made available to the Assistant Deputy Director for Operations in Chicago who shall allow counsel for the plaintiffs, within one week of a request, to inspect said records which for such purposes may be coded in order to make the identity of the children and parents anonymous.

F. Monitoring Vendors' Delivery of Child Welfare Services

1. Within 30 days after the entry of this Consent Decree, the state defendants shall distribute to all of its vendors in the Chicago metropolitan area a summary of the terms contained

in this Consent Decree, including but not limited to a verbatim insertion of Paragraph D(1), supra, and shall inform in writing all such vendors that the information described in Paragraph E, supra, shall be collected on or before March 31, 1977, and updated thereafter in a uniform manner from all Hispanic clients of DCFS for whom the vendor has contracted to provide child welfare services. DCFS shall provide to plaintiffs' counsel a copy of all form written notifications sent to vendors pursuant to this paragraph.

2. The state defendants shall conduct annual civil rights compliance reviews of each vendor referred to in Paragraph F(1), supra, and shall inform each vendor in writing within 30 days after the entry of this Consent Decree that a determination of whether they are in compliance with Title VI of the 1964 Civil Rights Act shall depend in part upon the information supplied pursuant to Paragraph F(1), supra; and that failure to supply such information when requested may constitute by itself non-compliance with Title VI. DCFS shall provide to plaintiffs' counsel a copy of all form written notifications sent to vendors pursuant to this paragraph.

G. Reporting

1. On or before April 30, 1977, DCFS shall file with the court and provide copies to counsel for the plaintiffs the following information and/or documentation:

a. Names and job titles of all bilingual employees in client contact positions in the Chicago metropolitan area offices of DCFS;

b. Copies of all forms and informational materials translated into Spanish pursuant to Paragraph C(1)(a)-(g), supra;

c. All information collected pursuant to Paragraphs E(3) and (4), supra;

d. The numbers of all Spanish-speaking parents who agreed pursuant to Paragraph D(4)(a) that child welfare services could be provided to them or their Spanish-speaking ^{children in English.} ~~employees.~~ 7

2. For one year after the date of entry of this Consent Decree, the state defendants shall cause to be filed with the Court and served upon counsel for the plaintiffs every three months updated information and documentation specified in Paragraphs G(1)(c)-(d), supra.

3. Within 90 days after the entry of this Decree, the state defendants shall cause to be filed with the Court and served upon counsel for the plaintiffs, a list of all the Hispanic cases reviewed by DCFS pursuant to Paragraph D(3), supra, and shall note (1) those cases in which placements have been readjusted or service delivery personnel reassigned pursuant to the requirements of Paragraph D(1)(a)-(d); and (2) those cases in which the state defendants concluded that the replacement or reassignment would be harmful for the child or his/her parents. For each case in which DCFS concluded that replacement or reassignment would be harmful for the child or his/her parents, the state defendants shall summarize in the documentation filed with the Court the reasons for such a conclusion. DCFS may use code designations in order to preserve the anonymity of the children and parents in question.

H. Individual Plaintiffs

1. Upon entry of the Consent Decree, state defendants shall immediately assign a bilingual employee to provide social services to Leopoldo Burgos, Iris Burgos, Miguel Mendez and Idaina Mendez; and thereafter DCFS shall assign a bilingual employee to the individual plaintiffs for as long as the state defendants have custody or guardianship of any of the individual plaintiffs' children.

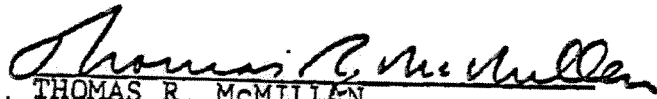
2. To the extent that either Lutheran or Bensenville provides child welfare services for the individual plaintiffs or otherwise has occasion to contact them concerning their children, Lutheran and Bensenville shall make such contact through either bilingual employees or qualified interpreters.

3. From the date of entry of the Consent Decree, all written communications from the state defendants, Lutheran, and Bensenville to the named plaintiffs shall be in the Spanish language for as long as any of the children of the individual plaintiffs are under the custody or guardianship of DCFS.

I. This Consent Decree is binding upon the defendants, their successors in office, agents, employees, and those persons in active concert or participation with them; except that the terms of this Decree shall not be enforceable against Defendants Lutheran and Bensenville to any greater extent than they would be enforceable against other vendors (as defined herein) not parties to the instant litigation, with the exception that the Decree shall be enforceable against said defendants insofar as it relates to the named plaintiffs as set forth in Paragraphs H(2)-(3) herein.

~~J. The Court shall have continuing jurisdiction in this matter.~~

ENTER:


THOMAS R. McMILLAN
United States District Judge

Dated: JAN 14 1977

Child Welfare Service Inventory

CODE: A 1 represents an essential service; a 2 represents an adjunctive service; a blank represents a supportive service.

The following services are essential for all risk populations: interpreters for the non-English speaking, outreach, client advocacy, follow-up on services.

SERVICES	Unmarried Mothers	Dependent/Neglected	Child Abuse	Child Behavior	Family Stress
I. PREVENTATIVE AND COORDINATIVE SERVICES					
A. MEDICAL SERVICES					
1. Genetic screening					
2. Lead screening for high-risk children					2
3. Well Baby Clinic	1	2	3		
4. Immunization program					
5. Abortion	1				
6. Abortion counseling	1				
7. Nutritional program					
a. For children in day care and schools		2			
b. For pregnant women		2			
8. General medical care					
a. Pediatric medicine	2	2	2	2	2
b. Adolescent medicine		2			2
c. Gynecological clinic	1				
d. Hospital	1				
e. Free medical clinic	2				
9. Regular physical examinations for all day care and school children required and provided free if necessary					
10. Prenatal health maintenance programs free to those in need	1				
11. Identification of children at risk			1		2
12. Identification of parents at risk		2		1	
13. Routine home visit for all infants born at risk	2		2		2
14. Home visiting program for toddlers at risk	2		2		2
15. Routine audiological screening in schools and day care					2
16. Routine visual screening in schools and day care					2
17. Routine dental screening in schools			2		2
18. Ophthalmological screening as necessary					2
19. Neurological screening as necessary					2
20. Routine developmental screening in homes or physicians' offices	2	2	2		2
21. Venereal disease program for adolescents	2				2
B. SCHOOL SERVICES					
1. Parental preparation and training for men and women and child care in high schools	2	2			2
2. Sex and family life education					
a. Grade school	2	2			2
b. Junior high school	2	2			2
c. High school	2	2			2
d. Residential school	2	2			2
3. Learning disabilities screening in grade school and upper grades				2	2
4. Perceptual motor screening					
a. In day care					2

	Unmarried Mothers	Dependent/ Neglected	Child Abuse	Child Behavior	Family Stress
b. In grade school					2
c. In upper grades					2
5. Screening and testing for giftedness in grade school				2	2
C. COORDINATIVE SERVICES					
1. Case coordination counsel	2	2	2	2	2
2. Council of social agencies	2	2			2
3. Community mental health board			2	2	2
4. Public health district	2	2			2
5. Inter-agency liaison	2	2	1	2	2
D. FAMILY SUPPORT SERVICES					
1. Family planning for adults	1	2	2		
2. Family planning for teenagers	1			1	
3. Financial assistance	1	2		2	2
4. Financial and budget counseling	2	2	2		2
5. Community-supported teen centers				2	
6. Transportation	2				2
7. Supervised summer recreation				2	
8. Supervised weekend recreation				2	
9. Supervised after-school recreation				2	
10. Basic legal services	1	2	2	2	2
11. Training for parents in behavior manage- ment	2		2	1	1
12. Prenatal parenting education	1				
13. Postnatal parenting education on developmental stages	2	2	1	2	2
14. Public education	1	2	1	1	2
E. INFORMATION AND REFERRAL SERVICES					
1. Central referral agency			1		
2. No-decline service agreements				2	2
3. Orientation of judges, state's attorneys		2	2	2	
4. Orientation of physicians		2	1		
II. EMERGENCY SERVICES					
1. Child abuse hotline			2		
2. Child abuse site investigation			1		
3. Child neglect site investigation		1			
4. Child abuse report and follow-up			1		
5. Child neglect report and follow-up		1			
6. Emergency shelter for families		1	2		2
7. Emergency shelter for children	1	1	1	1	2
8. Drop-in center for families			2		
9. 24-hour crisis line	1	1	1	1	1
10. 24-hour walk-in service			2	1	
11. 24-hour site visit		1	1		
12. Financial assistance	2	1			2
13. Clothing		1			
14. Food		1			
15. Drug detoxification				2	2
16. Alcohol detoxification					
a. For adolescents				2	2
b. For adults				2	2
17. 24-hour medical care available	1		1		
18. Family crisis intervention	2		1	1	1
19. Emergency homemaker or caretaker		1	1	2	1
20. Parents Anonymous hotline			1		
III. DIAGNOSTIC AND EVALUATIVE SERVICES					
1. Psychiatric evaluation and diagnosis		2	1	1	2
2. Psychological evaluation		2	1	1	2

	Unmarried Mothers	Dependent/ Neglect	Child Abuse	Child Behavior	Family Stress
3. Speech and hearing evaluation					2
4. Occupational therapy evaluation					2
5. Physical therapy evaluation					2
6. Neurological evaluation					2
7. Ophthalmological evaluation					2
8. Orthopedic evaluation					2
9. Dental evaluation					2
10. Nutritional evaluation	1	3			2
11. Social evaluation	1	1	1	1	1
12. Physical evaluation	1	1	1		2
13. Alcoholism evaluation		3		1	2
14. Drug evaluation		2		1	2
15. Brief inpatient diagnostic unit			2		2
16. Vocational testing	2		2		2
17. Multi-disciplinary diagnostic team					
a. Medical assessment	1	2	1		1
b. Psychiatric consultant			1	1	
c. Legal consultant	1	2	1	2	
d. Psychiatric nurse			3		
e. Rehabilitation counselor					1
f. Clinical psychologist	3	2	1	1	1
g. Social worker	1	1	1	1	1

IV. COUNSELING AND CASEWORK SERVICES

1. Individual case advocates	1	1	1	1	1
2. Marital counseling		2	2	2	1
3. Adoptive services	1	1	1		
4. Family counseling	2	2	2	1	1
5. Conjoint and family counseling and family therapy	2	2	1	2	1
6. Individual therapy	2	2	1	1	1
7. Parents Anonymous			1		
8. Medication management				2	2
9. Vocational counseling	2	2		2	2
10. Group counseling	2	2		2	
11. Peer counseling				2	
12. Alcoholics Anonymous		2	2		
13. Counseling for families of alcoholics		2			2
14. Counseling for teenage alcoholics		2		2	2
15. Employment placement	2	2	2	2	2
16. Drug education program				2	
17. Group drug treatment				2	
18. Methadone treatment					
19. Genetic counseling as needed	2				2
20. Advocates in juvenile court		2	2	1	
21. Foster parents/grandparents to serve as teachers in child rearing	2	1	1	2	2
22. Training for parents in behavior management	2		2	1	1

V. DAY PROGRAMS

1. Infant day care	1	2	1		2
2. Day care					
a. Regular		1	1		1
b. For behaviorally disordered children				2	
c. For handicapped children					1
d. For mentally retarded children					1
a. Therapeutic		2	2	2	
3. After school care		2	2	2	2
4. Night care	1	2	2	2	2
5. Housekeeper		2			
6. Homemaker					
a. General	2	1			1

	Unmarried Mothers	Dependent/ Neglected	Child Abuse	Child Behavior	Family Stress
b. Therapeutic			1	2	1
c. Long-term					
7. Lay therapists		2	2	2	2
8. Sheltered workshop					2
9. Day treatment program for emotionally disturbed					
a. Acute				2	
b. Chronic					2
10. Physical rehabilitation					1
11. Social rehabilitation and habilitation				2	2
12. Vocational training				2	2
13. Adequate schooling					
a. Special programs for children with emotional and intellectual difficulties				1	2
b. Special classes and supports for the gifted or talented				2	2
c. Alternative education				2	2
d. Half-day vocational school release program with apprenticeship if appropriate				2	
e. Special schools and classes for the handicapped					2
f. Homebound educational services					2
g. Personality development and child rearing	2	2	2		
h. Vocational planning and career consultation	2			2	2
i. Program for unmarried and married parents allowing mothers to remain in school pre- and post-delivery	1				
14. Day hospital care				2	
15. Day programs for the retarded					1

VI. TRANSITIONAL RESIDENTIAL CARE

1. Group home	2	2		1	
2. Adoptive placement	1	1	1		
3. Adolescent training and support program	1	2	2	1	
4. Maternity home	2				
5. Foster care	2	1	1	1	
6. Residential care for families					
7. Halfway house		2	2	2	
8. Mutual care home	2				

VII. SHORT-TERM RESIDENTIAL CARE

(less than three months)

1. Therapeutic or specialized foster care	2	1	1	2	
2. Diagnostic/evaluative placement		1	1	1	
3. Protective placement		1	1		
4. Respite care or weekend foster care		2	2		
5. Residential treatment for families			2		
6. Care for children needing more secure setting				2	

VIII. LONG-TERM RESIDENTIAL CARE

1. Group home			2		
2. Foster care	2	2	2		
3. Institutions					2
4. Nursing home					2
5. Shelter care					2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RECEIVED

MAR

LEOPOLDO BURGOS, et al.,
Plaintiffs,

-v-

ILLINOIS DEPARTMENT OF CHILDREN
and FAMILY SERVICES, et al.,
Defendants.

NO. 75C 3974

STIPULATION TO WITHDRAW
CONTEMPT MOTION

The parties to this action, by and through their undersigned attorneys, do hereby stipulate and agree to the following:

1. The plaintiffs hereby withdraw the "Motion for a Rule to Show Cause Why State Defendants Should Not Be Held In Contempt Of Consent Decree entered on January 14, 1977," filed April, 1979.

2. The Illinois Department of Children and Family Services ("DCFS") hereby agrees to the following:

a. DCFS agrees to undertake new efforts to recruit and obtain additional Spanish-speaking foster parents and homes in the Chicago metropolitan area.

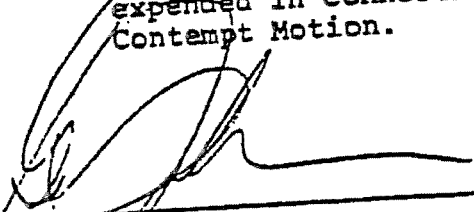
b. DCFS agrees to conduct annual civil rights compliance reviews of each vendor agency referred to in paragraph F(1) of the Consent Decree in this action.

c. DCFS agrees to regularly obtain from vendor agencies referred to in paragraph F(1) of the Consent Decree documentation which verifies vendor compliance with the Consent Decree.

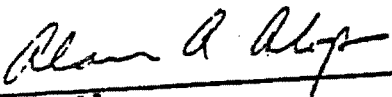
d. DCFS agrees to provide plaintiffs' counsel quarterly statistical information specified in paragraphs G(1)(c)-(d) of the Consent Decree, until December, 1983.

e. DCFS agrees to provide plaintiffs' counsel semi-annual written reports or other documentation verifying actions taken in compliance with paragraphs 2(a)-(c) supra. The initial report shall be prepared by June, 1982 and the final report shall be due in December, 1983.

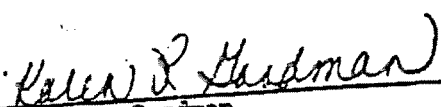
f. DCFS agrees to reimburse plaintiffs' counsel, within 60 days, \$7700 for attorneys' fees and costs expended in connection with the prosecution of the Contempt Motion.



Gordon Johnson
Deputy Director, Division of
Program Operations
Illinois Department of Children and
Family Services
160 North LaSalle Street
Room 1700
Chicago, IL 60601



Alan A. Alop
Attorney for Plaintiffs
Legal Assistance Foundation
of Chicago
1661 South Blue Island Avenue
Chicago, IL 60608



Karen R. Goodman
Attorney for Illinois Department
of Children and Family
Services
160 North LaSalle Street - Rm. 1700
Chicago, IL 60601

SETTLEMENT AGREEMENT

In May of 1978, Complainant Number 05-78-0112 filed a complaint with the Office for Civil Rights (OCR) Department of Health and Human Services. It was alleged that the Illinois Department of Children and Family Services (IDCFS) violated Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

In order to resolve the issues raised by Complaint Number 05-78-0112, the Department of Children and Family Services agrees to the following terms in order to achieve full compliance with Title VI of the Civil Rights Act of 1964.

1. When the bilingual social worker assigned to a Spanish-speaking recipient of services is absent for a period of 30 days or less, necessary services shall be provided by the social worker's bilingual supervisor or by another bilingual social worker.
2. When the bilingual social worker assigned to a Spanish-speaking recipient of services is absent for a period of more than 30 days the case shall be transferred to another bilingual employee.
3. In as much as the Office for Civil Rights is charged with the responsibility of conducting periodic reviews of recipients (45 CFR 80.7(a)) and may request records "in such form and containing such information as the responsible Department official or his designee may determine to be necessary..." (45 CFR 80.6(b)), the Department of Children and Family Services shall maintain waivers, language determination forms, and language ability affidavits. OCR will receive periodic reports which will include: name of client (case number), date of waiver, date of language determination, case worker's name, caseworker's bilingual capabilities (certified bilingual or monolingual individual), and client's primary language. These reports are to be forwarded to OCR quarterly, beginning May 30, 1981 for a period of one year.
4. IDCFS shall determine the primary language of each new Hispanic recipient of services at the earliest possible time, but no later than the second meeting of the recipient with the Department's representative.
5. The determination of primary language shall be made by the child's parent or guardian. In those cases where parent or guardian is unavailable, a certified bilingual caseworker will be acceptable. IDCFS shall determine the primary language of each existing recipient of services by May 30, 1981.

SETTLEMENT AGREEMENT

IDCFS shall accomplish the substitution of workers and transfer of cases required by paragraphs one (1) and two (2) during the hiring freeze to the extent possible without the addition or replacement of new bilingual employees by detailing, temporarily assigning, and otherwise redistributing its existing workforce, as permitted within the limitations of the hiring freeze.

IDCFS shall attempt to obtain additional employees to accomplish paragraphs one (1) and two (2) during the hiring freeze by submitting requests for exemptions and exceptions to hiring and transfer limitations to the Governor's office. IDCFS shall notify and document to OCR its attempts to obtain new employees and transfers which would increase the accomplishments of paragraphs one (1) and two (2).

This agreement does not apply to, nor does it constitute an admission for purposes of this or any other complaint, lawsuit, issue, or review regarding compliance with Title VI which may exist now or in the future and is not specifically mentioned herein.

Under the Freedom of Information Act, as amended in 1977, 5 U.S.C. 552, and its pertinent regulations, 45 CFR Part 5 et seq., OCR will release this agreement and all related material to any person upon request.

The Illinois Department of Children and Family Services has read the foregoing agreement and the person signing is authorized to accept on its behalf to the provisions contained therein.

Dated this _____ day of _____, 1981,

The Illinois Department of Children
and Family Services

By _____

Its _____

Dated this _____ day of _____, 1981

Approved and Agreed to for and
on behalf of the Department of
Health and Human Services

By: 

Joe N. Kennedy
Regional Director - Regional V
Office for Civil Rights

SETTLEMENT AGREEMENT

6. In order to ensure that Hispanic clients are informed of their right to be serviced by a bilingual worker, IDCFS shall inform its staff of the system which is used to determine the client's primary language and to assign bilingual staff. This system is described in detail in the material identified as Attachment A, which is attached to this agreement and is made by reference a part of it.

This information is to be communicated to new staff during orientation and to current staff by memorandum and/or flyer. IDCFS shall document to OCR the content of this orientation and supply copies of the memorandum and/or flyer no later than one week after each step is taken. Said orientation and distribution of flyer to commence May 30, 1981.

Bilingual staff are to be given an in-depth training which will include completion of the necessary forms. Also training will be given as necessitated by updates in the procedures. IDCFS shall document the occurrences and content of the in-depth training to OCR no later than a week after each session takes place indicating the number of persons receiving training.

7. In those instances where it has been indicated that reports are to be provided, these should be provided on a quarterly basis, commencing May 30, 1981. Thereafter, such reports will be retained in the office of the Illinois Department of Children and Family Services, subject to monitoring by OCR as necessary. In those instances where policy must be developed, copies of same should also be provided OCR immediately subsequently to said policy's effective date.

This agreement applies to the Chicago Area Offices of IDCFS, and to their field and/or outpost offices; to all Emergency Protective Services offices in Chicago, and to the Chicago Central Resource Unit. This agreement also applies to the Aurora, Lake, McHenry, and Joliet area offices of IDCFS, and to their field and/or outpost offices. These assurances are binding on the Illinois Department of Children and Family Services, its successor agencies, and its vendors.

8. The Office for Civil Rights, (OCR) recognizes that the immediate and full accomplishment of paragraphs one (1) and two (2) of this agreement by IDCFS may be limited by the freeze on hiring of new employees imposed by the Governor of Illinois on November 12, 1980.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LEOPOLDO BURGOS, et al.,)	
)	
Plaintiffs,)	
)	
V.)	NO. 75 C 3974
)	
SUE SUTER, et al.,)	Judge James B. Zagel
)	
Defendants.)	

AGREED ORDER

The plaintiffs brought this action on a Supplemental Motion for Contempt, requesting that the court hold defendants in contempt of court for not fully complying with the Consent Decree entered on January 14, 1977. The defendants have stipulated that, at the time that the Motion for Contempt was filed, they were not in compliance with the Consent Decree. The court-appointed Special Master filed his findings and recommendations on July 15, 1991, which were adopted in part and rejected in part by the Court on November 1, 1991, after both parties submitted briefs in support of their respective positions. The parties now submit this Agreed Order for approval. The entry of this Order constitutes a resolution of the Motion for Contempt.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The parties will discuss the entire contents of the Consent Decree and this Order and shall meet to determine the need to update and revise the Consent Decree. The parties shall submit to this Court a joint status report on their progress by April 1, 1992, and shall state whether the Consent Decree will be altered significantly.

2. This Order shall be incorporated into the Consent Decree of January 14, 1977. The provisions of this Order shall be given the same

weight, authority, and consideration that any other provisions of the Consent Decree are given. In the event of any discrepancy between the terms of the Consent Decree and this Order, the language and intent of this Order shall be regarded as the parties full and final resolution of the issue. In no event shall this Order be considered dispositive of any issues not expressly addressed herein.

3. The defendants and their successors in office shall comply with all of the provisions contained in the Consent Decree and this Order.

4. By December 16, 1991, the Court shall appoint, pursuant to Fed. R. Civ. P. 53, a monitor to review compliance and enter recommendations concerning steps necessary to achieve compliance. The monitor shall file a report with the Court by December 1, 1992, addressing whether the monitoring of this Order and Consent Decree may be assumed by the Court appointed monitor in B.H. v. Suter, No. 88 C5599, Northern District of Illinois.

5. The defendant Suter and her successors in office shall retain the sole authority and responsibility to ensure compliance with the Consent Decree and this Order. Such authority shall be used to initiate the discipline or sanction of individual employees and/or contractors who are in non-compliance with the Consent Decree and this Order. Defendant Suter and her successors in office shall take such measures as she determines appropriate to ensure compliance by all employees and contractors of the Illinois Department of Children and Family Services.

6. The defendants shall maintain a full time position designated the "Burgos Coordinator" (hereinafter "Coordinator") whose primary function and responsibility is to establish, coordinate and maintain compliance with the Consent Decree and this Order.

A. The Coordinator shall report directly to the director on issues of non-compliance, sanctions and discipline.

B. The Coordinator shall have the responsibility to participate in and review known practices, procedures or policies, in place or proposed, which significantly relate to the delivery of services to class members.

C. The Coordinator shall keep a record of all known practices, procedures and policies that she/he has reviewed and any action that has been taken. Such record shall be kept on a monthly basis and shall be reported to the monitor on a quarterly basis.

D. Said position shall not remain vacant for more than 60 days in any twelve-month period. In the event of a vacancy, a temporary Coordinator shall be named and shall assume the full responsibilities of the Coordinator. The defendants shall advise the plaintiffs' attorneys and the Monitor of any such vacancy no later than one week after such vacancy and temporary appointment occurs.

7. The defendants shall provide the class members with all child welfare services available to non-class members. The defendants shall ensure that language is not a barrier to the receipt of services.

8. The defendants shall not assign a non-Spanish speaking DCFS worker, without the use of a qualified Spanish-English interpreter, to a case where any class member primarily speaks Spanish and indicates a preference to communicate in the Spanish language. The defendants shall ensure that such cases are adequately staffed to ensure effective communications with class members. The defendants shall ensure that no minors are used as interpreters in any instance.

9. The defendants shall develop, by January 1, 1992, a written procedure to ascertain the communication needs of every class member at the defendants first contact with class members and shall ensure that such

communication needs are properly documented throughout and within all of the defendants' files and materials.

10. The defendants shall eliminate the Burgos waiver, and through this Order specifically vacate provision D(4) of the consent Decree.

11. The defendants shall translate all pertinent materials to the Spanish language and ensure their use by DCFS staff. In addition, the defendants shall establish a procedure for translating immediately all pertinent materials to the Spanish as these materials are developed. In no instance shall the defendants be required to translate materials disseminated solely to its employees or intended solely for employees' and defendants' use.

12. The defendants shall develop a procedure (including form CFS-1001) to determine the language fluency or other capability of its vendors, including foster parents, and to ensure that the defendants do not contract for services with a vendor which cannot provide services in the appropriate language.

13. The defendants shall post a notice in every DCFS office statewide of the availability of interpreters, at no cost to any class member. Such notice shall be in Spanish and English.

14. The defendants shall train, at least once each fiscal year, all employees with direct client contact, their supervisors, and administrative staff with substantial client contact responsibilities, on the requirements of the Consent Decree and this Order, including communication access and cultural competence. Nothing in this Order shall preclude the defendants from including these topics in other training programs or prescribe the inclusion of these topics in other training programs.

15. The Coordinator shall be notified by DCFS personnel and DCFS vendors' personnel within 4 working days of the placement of any Spanish-speaking child in an English-speaking home. For children in either an initial or subsequent placement, the Coordinator shall be notified (by CFS 1001-1A) of the status of the placement every 14 days until proper placement is achieved. The Coordinator shall submit a monthly report, pursuant to Paragraph 16 below, to the monitor with a listing of all class children placed improperly in English-speaking homes during the prior month. Such report shall be cumulative.

16. The defendants shall file with the Monitor and the plaintiffs' counsel a monthly report, by the 10th day of each month, containing the following information concerning each placement violation:

- (a) DCFS ID #
- (b) Date of Birth
- (c) Sex
- (d) Language
- (e) Race/Ethnicity
- (f) Date case was opened
- (g) Reasons for case opening
- (h) Legal status
- (i) Date of Legal Status Decision
- (j) DCFS Worker
- (k) Worker's languages
- (l) The worker's region, field and site
- (m) The current type of placement
- (n) The date of placement
- (o) The number of days in substitute care
- (p) The private agency/vendors names, if any

- (q) Foster parents' names (if in foster care placement)
- (r) Languages spoken by foster parents
- (s) Family name of child's parents (if different)
- (t) Family ID
- (u) Family race/ethnicity
- (v) Family language
- (w) Family worker (if different from child's worker)
- (x) Region, field and site of the family caseworker.

17. Within 6 months of the entry of this Order, the information required under Paragraph 16 and a listing of all Spanish-language resources shall be computerized.

18. The plaintiffs shall contact the Burgos Coordinator with any issues related to compliance and shall copy the Monitor.

19. The plaintiffs shall provide the defendants with fifteen days written notice of any alleged instance of non-compliance for which the plaintiffs intend to seek judicial review. Such notice shall include the paragraph alleged to be violated and other identifying data. The defendants shall provide the plaintiffs with a written response within ten days of the receipt of such notice. In the event of a dispute, both parties shall meet with the Monitor in person, at least once, to discuss the alleged instance of non-compliance, the defendants' position, and the defendants' proposed solution, if any. In the event that a policy or procedure is required, the defendants shall have thirty days, at a minimum, in which to implement any changes. In the event that no resolution is reached, the plaintiffs shall provide the defendants with written notice of their intent to seek judicial review. In no event shall this provision be construed to restrict the plaintiffs' or the defendants' right to obtain judicial review.

20. The defendants shall implement the communication access provisions of this Order by January 1, 1992, and shall develop such policies and procedures necessary for implementation by said date.

21. The defendants shall implement all of the provisions of this Order not otherwise specified, within 90 days of the entry of this Order.

22. The attorneys for plaintiffs shall be awarded reasonable fees and costs for having substantially prevailed on the merits of their Motion. Said fee petition must be filed by May 1, 1992, documenting all services for which reimbursement is requested.

ENTERED:

James B. Zigel

Judge

DEC 4 1991

Date

Agreed to by:

[Signature]

One of the Attorneys for Plaintiffs

Date: 12-2-91

[Signature]

One of the Attorneys for Defendants

Date: 12-2-91