

Resolution Agreement  
Mt. Diablo Unified School District  
Case No. 09-16-1975

Mt. Diablo Unified School District (District), without admitting to any violation of state or federal law, agrees to implement this Resolution Agreement (Agreement), in order to resolve the issues investigated and concerns and violations identified by the U.S. Department of Education Office for Civil Rights (OCR) under Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and its implementing regulation (Title VI) in the above referenced case.

**I. Ensuring Important Documents are Translated for LEP Parents**

- A. The District will translate into Spanish all documents informing parents about the enrollment procedure at the District's two elementary schools of choice, Monte Gardens Elementary School and Sequoia Elementary School. Translated information will include, specifically, the document on the Monte Garden website entitled "Waitlist Procedure", and the document on the Sequoia Elementary School website entitled "Enrollment/New Student Waiting List", and all documents available at the school sites or created pursuant to this Agreement concerning enrollment at either school.
- B. The District will also develop a plan ensuring that LEP parents who do not speak Spanish are informed of the existence of the schools of choice, and the procedure to obtain an oral explanation or written translation of information concerning enrollment procedures.

**II. Ensuring Equal Access to Schools of Choice**

- A. The District will review and revise, as necessary, the procedures for enrollment at the two elementary schools of choice, with a focus on ensuring equal access for all groups of students. The review will address, but not be limited to, the following:
  - 1. Ensuring that the process is clearly described on the schools' websites and in written materials to be made available at the school sites and at the District office. The written documents will include the dates, deadlines, and process for applying for enrollment in kindergarten and in grades 1 – 5, the information that a parent must submit in order to apply for enrollment, the operation of the placement or other selection process, and the process by which students who are not initially selected through the lottery process will be placed on a waiting list for future openings.
  - 2. Ensuring that, as the placement process is used to select students for enrollment, all applications submitted by a specified deadline are

considered equally. The placement process will be jointly conducted with the school site and overseen by the District Central Office. The District Central Office and school sites will jointly maintain all waiting lists for enrollment. If any aspect of the placement process changes while this case is in monitoring, the District will submit the revised process to OCR for review and consultation.

3. Informing potential applicants to Monte Gardens of the residence boundaries that confer an enrollment preference.
  4. Ensuring that documentation required to establish age and residency does not have the effect of discouraging applications from immigrants on the basis of their national origin.
- B. The District will develop and implement an outreach plan to ensure that all parents in the District, including those with limited proficiency in English, are informed of the availability of the schools of choice, the programs offered at the schools, and the process for applying.

Reporting Requirement:

1. By June, 2017, the District will provide OCR with copies or links to Spanish translation of all current documents describing the schools of choice and the process for applying for enrollment at the schools, pursuant to IA.
2. By June, 2017, the District will provide, for OCR review and approval, its plan for ensuring access for LEP parents who do not speak Spanish, pursuant to IB.
3. By December, 2017, the District will provide OCR with its review and revision of the existing school of choice enrollment process described in IIA for OCR's review and approval.
4. Within 30 days after OCR's approval of the School of Choice Enrollment Process described in IIA, the District will revise and translate all communication with parents (brochures, memoranda, websites, parent handbooks, etc.) about the newly developed enrollment procedures at the schools of choice, and provide documentation to OCR that it has distributed the communications in accordance with the plan in IB.

C. Monitoring

- A. The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the

monitoring of this Agreement, OCR may visit the District, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of the Agreement and is in compliance with the statute(s) and regulation implementing Title VI and its implementing regulations, which were at issue in this case.

- B. The District understands that OCR will not close the monitoring of the Agreement until such time that OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with Title VI and its implementing regulations.
- C. The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Dr. Nellie Meyer

February 27, 2017