

## **RESOLUTION AGREEMENT**

### **Glendale Union High School District (Arizona)** **Case Number 08-18-1272**

In order to resolve the open allegations in Case No. 08-18-1272, filed against Glendale Union High School District (District) and opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR) pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 100 (Title VI), the Age Discrimination Act of 1975, 42 U.S.C § 6101 *et seq.*, and its implementing regulation at 34 C.F.R. Part 110 (Age Discrimination Act), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. part 104 (Section 504), and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. part 35 (Title II), the District agrees to take the actions outlined in this Resolution Agreement. During the course of OCR's investigation, the District indicated its willingness to take steps necessary to ensure compliance with Title VI, the Age Discrimination Act, Section 504, and Title II. The Agreement requirements are aligned with the identified issues and consistent with Title VI's, the Age Discrimination Act's, Section 504's, and Title II's regulatory requirements. The District's decision to enter into this agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

1. The District will revise its enrollment procedures to clarify and ensure that:
  - a. The District enrolls all resident students, regardless of English-language learner (ELL) status, immigration status, or age (through age 21, pursuant to Arizona state law);
  - b. The District will serve older (*e.g.*, aged 17 to 21), ELL students in one of the District's nine "comprehensive"<sup>1</sup> high schools and not only refer such students to a District primarily online school or non-District school, including procedures to effect this presumption;
  - c. Staff enrolling students in the District must follow the same procedures when enrolling all students, regardless of their country of birth, immigration status, or English-language proficiency, or age;
  - d. Staff will not ask information about immigration status from prospective or current students or their parents/guardians, until, and only if necessary to advance a legitimate, nondiscriminatory educational goal, after a student is enrolled in the District, in which case the information will be kept confidential except as permitted by the Family Education Rights and Privacy Act;
  - e. If staff learn or have reason to believe that a student seeking enrollment is an undocumented immigrant, ELL, or an older (*e.g.*, aged 17 to 21) student, that information shall have no bearing or negative impact on the student's timely enrollment in the District;
  - f. The District will not use the fact that a student may age out (*i.e.*, turn 21) before obtaining a high school diploma as a legitimate basis to deny or limit enrollment

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<sup>1</sup> "Comprehensive" is the term the District used in this case to distinguish nine of its high schools from its one, primarily online high school.

- to any student;
- g. How staff will properly respond to oral and written inquiries about the District's willingness or ability to admit and serve ELL or older (e.g., aged 17 to 21) students;
- h. The District will continue to seek reliable documentation of a student's age to verify a student's date of birth, to ensure that the student is eligible for a free public education under Arizona law or other lawful purpose, and in all cases this information will be kept confidential;
- i. The District will seek but not require prior education records of a student in order to appropriately place the child in a District school;
- j. The District will not bar a student from enrolling in its schools because he or she does not have records from a previous school (U.S. or foreign), lacks a birth certificate, or has records that indicate a foreign place of birth, such as a foreign birth certificate; and
- k. Any failure by District staff to comply with the procedures will be handled in accordance with District conduct and discipline policies, as appropriate.

**REPORTING REQUIREMENT A:** Within 30 days of this Agreement, the District will provide for OCR's approval<sup>2</sup> its draft enrollment procedures.

**REPORTING REQUIREMENT B:** Within 30 days of OCR's approval, the District will provide OCR documentation that it adopted, implemented, and published the enrollment procedures.

- 2. The District will revise its School Enrollment Form to eliminate the questions regarding the date a student first entered a U.S. school, and whether the student is a refugee (including but not limited to the request for "documentation of the status"), but may, only if necessary to advance a legitimate, nondiscriminatory educational goal, seek this information once a student is enrolled in the District, in which case the information will be kept confidential except as permitted by the Family Education Rights and Privacy Act.

**REPORTING REQUIREMENT A:** Within 30 days of this Agreement, the District will provide for OCR's approval its revised draft School Enrollment Form, in English and Spanish; a draft letter to all staff involved in enrollment, including but not limited to registrars and assistant principals, explaining its proper use; and a list of all such staff, by name and title.

**REPORTING REQUIREMENT B:** Within 30 days of OCR's approval, the District will provide OCR documentation that it disseminated to the list of all staff involved in enrollment the form, in English, Spanish, and any other language to which the District routinely translates documents, and the letter.

- 3. The District will revise the "school registration" page of its website, currently at <http://www.guhsdaz.org/cms/One.aspx?portalId=754623&pageId=21418536>, as follows:

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<sup>2</sup> With respect to all provisions of this Agreement requiring OCR approval, the District agrees to fully and promptly address any feedback by OCR until OCR issues its final approval.

- a. Revising the statement that “previous school records” are needed, to the effect that such records should be provided, in order to properly place a new student in courses or services so the student may continue to progress toward high school graduation; and
- b. Expanding the methods for establishing a student’s age, by, at a minimum, clarifying that proof of age is needed and may be established by reliable proof of age, to ensure that the District will not bar a student from enrolling in its schools because he or she lacks a birth certificate or has records that indicate a foreign place of birth, such as a foreign birth certificate.

**REPORTING REQUIREMENT A:** Within 30 days of this Agreement, the District will provide for OCR’s approval its revised draft website text.

**REPORTING REQUIREMENT B:** Within 30 days of OCR’s approval, the District will provide OCR documentation that it posted the revised website text.

4. The District will prominently display the changes to enrollment policies and forms on its website and shall notify local immigrant and refugee services agencies, other local school districts, charter schools, and community colleges, and the Student’s attorneys of its enrollment practices affirming that immigrant and refugee students residing in the District are generally eligible to enroll in the District (*i.e.*, not necessarily its online high school), regardless of English-language proficiency, immigration status, or age (through age 21, pursuant to Arizona state law). The notice will also identify a contact person at the District whom individuals may contact to promptly enroll students.

**REPORTING REQUIREMENT A:** Within 30 days of this Agreement, the District will provide for OCR’s approval its draft notice and a list of recipients, by name of organization, contact person and contact information.

**REPORTING REQUIREMENT B:** Within 30 days of OCR’s approval, the District will provide OCR documentation that it posted this notice to its website and provided the required notice.

5. The District will train all administrators and all staff involved in enrollment on its:
  - a. prohibition of discrimination on the basis of national origin, age, and disability, including the obligation to enroll all students who reside in the boundaries of the District in the least segregative manner, regardless of ELL status, immigration status, or age (through age 21, pursuant to Arizona state law), including that any discrimination will be handled in accordance with District conduct and discipline policies, as appropriate;
  - b. revised enrollment procedures pursuant to Term 1 of this Agreement, including substantive attention to all provisions therein;
  - c. obligation to provide a FAPE to each student with a disability who is in the District’s jurisdiction, including but not limited to new enrollees.

**REPORTING REQUIREMENT A:** Within 30 days of this Agreement, the District will

provide for OCR's approval its draft training materials; identify who will be providing the training, by name and qualifications; and provide a list of personnel required to participate in the training, by name, school site, and title.

**REPORTING REQUIREMENT B:** Within 30 days of OCR's approval, the District will provide documentation demonstrating that the training was provided and a copy of the training sign-in sheets.

6. The District will immediately offer to enroll in one of its nine "comprehensive" high schools: (a) the Student; (b) the additional student identified by the Student's attorneys; and (c) all students who previously expressed interest in or were otherwise identified for, including but not limited to by District/school staff, the District's proposed online program for immigrant and refugee students (also identified as the "Special Program for English Acquisition," "Special Program for Language Acquisition," or "Specialized Program for Refugee Students").

**REPORTING REQUIREMENT A:** Within 30 days of this Agreement, the District will provide for OCR's approval its draft letter – in English and Spanish (or any other language identified as a recipient's primary home language) – to students and parents/guardians of the foregoing students, explaining that the District (1) has identified them as a prospective student who is eligible to enroll in another school in the District (*i.e.*, a school other than its online learning academy); (2) is making changes to its enrollment practices to clarify how a student residing in the District can enroll in one of its nine comprehensive schools; (3) invites them to enroll in another school in the District (*i.e.*, a school other than its online learning academy) immediately; (4) has identified a contact person who may be contacted to promptly complete enrollment or to answer questions about the District's previous or revised enrollment practices, including listing the contact person's name, telephone number, email address, and ability either to speak Spanish (or any other language identified as a recipient's primary home language) or provide an interpreter. The letter will also state that the recipient may contact OCR with any questions or concerns about the District's enrollment practices, listing OCR-Denver's mailing address, email address, and phone number. The District will also provide for OCR's approval a list of recipients, by name and contact information, including email and postal mail.

**REPORTING REQUIREMENT B:** Within 30 days of OCR's approval, the District will provide OCR (1) documentation that it sent the letter to the list of recipients, and (2) a summary on responses to the letter, including but not limited to any documents relating to such responses (*e.g.*, emails, summaries of oral conversations).

7. The District will provide OCR documentation demonstrating compliance with its revised and approved enrollment procedures.

**REPORTING REQUIREMENT:** By January 15, 2019, and every six months thereafter until January 15, 2020, the District will provide for OCR's approval:

- a. an Excel spreadsheet listing all English-language learner (ELL) students age 16 or

- above who have enrolled in the District since August 1, 2018. The spreadsheet shall list each student by name; enrollment date; grade; school; ELL status and level; disability status (*i.e.*, whether on an individualized education program or Section 504 Plan); withdrawal date, if applicable, and reason, if known;
- b. for any ELL students age 16 or above who inquired about or sought enrollment but did not ultimately enroll, a description of the circumstances, including the names of all District staff involved, any related documents (e.g., emails), and the reasons for not enrolling, if known; and
  - c. supplementation of the District's documentation as to responses received pursuant to Term 6, if any.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview District 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 this Agreement and is in compliance with Title VI, which was at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with Title VI, which was at issue in this case.

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/ \_\_\_\_\_  
Brian Capistran, Superintendent  
For Glendale Union High School District

11/21/18 \_\_\_\_\_  
Date