

RESOLUTION AGREEMENT

Sonoran Schools OCR Case Number 08-19-1277

The U.S. Department of Education, Office for Civil Rights ("Department" or "OCR") received a discrimination complaint filed against Sonoran Schools ("District") and Sonoran Science Academy-Phoenix (the "School"). OCR opened an investigation to determine whether the District provides national-origin minority students who are English Learners (EL) the services necessary to participate meaningfully in the School's educational program, and whether students at the School have equal access to educational resources including school facilities as compared to similarly situated students of a different race, color, or national origin at other schools managed by the District.

OCR opened the investigation under the authority of Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d et seq., and its implementing regulation at 34 C.F.R. Part 100, which, taken together, provide in relevant part that no programs or activities receiving Federal financial assistance from the U.S. Department of Education may discriminate on the basis of race or national origin.

During OCR's investigation of the complaint, before OCR had made any findings, the District indicated its willingness to take steps necessary to ensure compliance with Title VI. Pursuant to Section 302 of OCR's Case Processing Manual (CPM), a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, OCR believes that doing so is appropriate, and the remedies align with the allegations. The District's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

I. English Learner Services at the School

- A. A Plan to Serve All EL Students.** The District will develop a written Plan with District-wide policies and procedures to ensure that EL students have equal access to the School's educational program.

The District's Plan will address the following educational services for EL students at the School:

- 1. Selected English Language Models.** The District will:
 - a. Fully implement, and describe in its Plan, the EL model(s) that will be provided to all EL students at the School's elementary, middle, and high school levels; and
 - b. Delineate what educational services (including English language development services) will be provided to all EL students, based on their respective English-language and academic needs.

- 2. Staffing.** The District will ensure, and incorporate into the Plan, procedures to ensure that it has assigned a sufficient number of adequately trained staff members to properly implement the EL models and services at the School.
- a. The District will describe the staffing resources it needs to effectively implement the EL model(s), including the training and qualifications of teachers and staff that provide services in the program.
 - b. The District will determine how many certified and endorsed/qualified teachers and other staff members are necessary to fully implement the EL model(s) at the School. In making this determination, the District will consider the number of EL students and the training and qualifications of staff needed to implement each service model. The District agrees that the primary providers of EL instruction are to be licensed teachers who are sufficiently trained and qualified to deliver EL instruction, including direct English language development services.
 - c. The District will determine whether there are a sufficient number of adequately trained staff members assigned to properly implement the EL models and services at the School and, if not, how many additional staff members need to be trained, hired, or assigned to the EL program to fill those staffing needs. The District will implement a plan to fully and timely meet its EL staffing needs at the School (i.e., fully qualified staff teaching all EL students). The District will describe any specific training program for its staff and include supporting documentation regarding its development and implementation (including educational experts and/or state approvals).
 - d. The District will show how it has determined that its EL teachers (direct ELD service providers) have mastered the skills necessary to teach effectively in a program for EL students. For example, the District may require that teachers who provide EL services have an appropriate Arizona endorsement (e.g., bilingual and/or TESOL) or the District may use validated evaluative instruments that have been shown to accurately measure the skills in question, and have EL teachers' classroom performance evaluated by someone familiar with the method being used.
 - e. The District will implement the staffing plan described in the preceding paragraphs to meet its staffing needs at the School. The District will monitor the staffing plan's benchmarks or timelines to ensure adequate and timely progress in meeting the District's staffing needs.
- 3. Materials.** The District will provide sufficient instructional materials to implement its EL program at the School. The materials will be comparable in quality, availability, quantity, and age or grade level to those provided for non-EL students.
- a. The District will survey School staff members (EL, regular education, and special education teachers serving EL students) at least annually to determine the

availability and need for additional EL materials and staff training needs related to using the EL-designed materials;

- b. The District will take necessary steps to respond to needs identified in the survey for EL materials; and
- c. The District will notify staff members of the availability of existing EL-related resources, and train them about the use of the materials as necessary.

4. Program Evaluation and Modification. The District will incorporate into its Plan its procedures for evaluating the effectiveness of its EL program and services for EL students at the School. The District will collect longitudinal data annually for use in its evaluations. The District will include an analysis of the evaluation data according to each factor used for determining the effectiveness of the District's ALP at the School. The District will also describe steps to modify or improve its ALP programs and services for EL students, where necessary, based upon the results of its program evaluation. The District agrees it will not continue indefinitely with programs and services that, despite soundness of design and implementation, do not satisfy its goals and objectives for providing educational services to its EL students.

REPORTING REQUIREMENT

1. Within sixty (60) days of signing this Agreement, the District will develop and submit to OCR for review and approval an initial draft Plan for providing meaningful educational services to all its EL students at the School. The District will continue to submit draft plans until OCR approves a final Plan for the District's full and timely implementation at the School.
2. For the first self-evaluation due by within sixty (60) days of signing this Agreement, the District will provide:
 - a. The total number of PHLOTE students and EL students, at the School, for school year 2019-2020;
 - b. An assessment of the EL program placement and services for EL students;
 - c. A description of staff training needs and the District's response to identified needs; and
 - d. Its policies and goals for providing educational services to EL students. This will include the District's objectives for providing educational services to EL students, including the objectives of the EL program models selected; and a list of specific, measurable language acquisition and performance goals for EL students.
3. The District's Plan will provide, for school year 2019-2020 and all subsequent program evaluations (to be conducted by the District at least once every two years), a description of the factors used to determine the effectiveness of the District's EL programs and services at the School. Some factors to include in the self-evaluation are:
 - a. Whether current EL students are satisfying established goals and objectives for student participation and achievement;

- b. Whether the District's staff training program is sufficiently training teachers to meet EL students' English language development and access to content curriculum needs, and meeting the stated intent of the training program's design;
 - c. Whether current EL students are gaining in English language proficiency in speaking, reading, writing, and comprehension;
 - d. Whether EL and former EL students are making academic progress compared with non/never-ELL peers as demonstrated by dropout, graduation, and grade retention rates, and standardized test measures designed to measure access to the core curriculum.
4. Implementation of the Plan.
- a. Within thirty (30) days of OCR's approval of the Plan, the District will submit a complete, final copy of the Plan to OCR, and begin implementing all terms of the Plan. The District will implement the specific Plan provisions in accordance with the policies, procedures, and time frames specified in the Plan.
 - b. Within sixty (60) days of OCR's approval of all terms of the Plan, the District will:
 - i. Provide documentation to demonstrate that all school site administrators have received a copy of the Plan;
 - ii. Provide a training agenda for administrators and staff regarding the implementation of the Plan (including training dates and training responsibilities); and
 - iii. In a newsletter or other similar document or process that is used for parent notifications, notify parents and guardians of all School students (in a language they understand) that the District has developed a Plan to ensure that national-origin minority EL students have equal and meaningful access to the School's educational services.
 - iv. The District will provide OCR with supporting documentation of each item of the Plan, at dates to be determined by OCR.

II. Resource Comparability - Facilities

- A. A Plan to Serve All K-12 Students.** The District will provide the students at the School with equal access to educational facilities that are comparable to all other schools managed by the District. The District agrees to the following:
- 1. **New Property and Student Relocation for the 2019-2020 SY.¹**

¹ The District has purchased a new property for the School at 3535 McDowell Road, Phoenix, AZ 85008 (new property). There is currently an existing 2-story building on the new property that has 8 classrooms and a separate cafeteria (gymnasium/lunchroom) (these existing buildings are referred to hereafter as "B2"). Prior to the purchase of the new property, the School was operated at 4837 E. McDowell Road, Phoenix, AZ 85008 ("B1"). Following purchase of the new property, the District relocated the K-5 students from B1 to B2. The District will continue to serve the 6-12 grade students at B1 during the 2019-2020 SY. Prior to entering this Agreement, the District had purchased and had plans approved by the City of Phoenix and began construction on a new 2-story, 22-classroom building ("New Building") at the new property, to be in use by the start of the 2020-2021 school year. By the start of the 2020-2021 SY, construction of the New Building is anticipated to be completed, and the District will relocate students from B1 to B2 and New Building.

REPORTING REQUIREMENT:

By October 31, 2019, the District shall provide OCR with documentation demonstrating B2, which includes a separate cafetorium (gymnasium/lunchroom), is comparable to the other Schools managed by the District. Documentation will include photos of the facilities at B1, B2, and a report identifying all schools managed by the District, including B1 and B2, and indicate whether, as of the 2018-2019 school year, each school has the following facilities: gymnasium, lunchroom, library, heating and air conditioning, and outdoor playground.

B. Facilities Maintenance, Alterations, and Renovations.

1. The District shall give the highest priority to ensuring that the facilities and key systems at B1 are fully and appropriately maintained and kept in good repair for the remainder of the 2019-2020 school year.
2. The District shall convert the empty space (due to the relocation of its K-5 students to B2) at B1 into an indoor lunchroom for the 6-12th grade students. The indoor lunchroom must have enough space for all students in each lunch period to eat lunch inside, if they so choose.
3. Heating & Air Conditioning. The District will have a certified, independent HVAC inspector inspect the heating and air conditioning systems at both School locations (B1 and B2) to ensure they are in good working condition. In the event the heating and air conditioning system(s) are not in good working condition, the District will notify OCR and will repair or replace the system(s) within 30 days of the completion of the inspection.

REPORTING REQUIREMENT:

1. On December 2, 2019 and April 2, 2020, the District shall provide OCR with reports containing information on all maintenance repairs and requests for all schools managed by the District during the 2019-2020 SY. The reports should include:
 - a. A description of each maintenance request;
 - b. The location of the maintenance issue (i.e. which school);
 - c. Whether the repair is an emergency;
 - d. Time and date reported; and
 - e. Time and date repaired.
 2. By October 31 2019, the District shall provide OCR documentation demonstrating:
-

- a. The available space at B1 has been converted into an indoor lunchroom area and the converted indoor lunchroom space is large enough for all students in each lunch period to eat lunch inside, if they so choose. Documentation should include photos of the indoor lunchroom area.
3. By October 31, 2019, the District shall provide OCR with inspection documentation, completed by an independent, certified HVAC inspector, demonstrating the heating and air conditioning systems at B1 and B2 are in good working condition, or will repair or replace the system(s) within 30 days of the completion of the inspection referenced in II.B.3, above.
4. By October 31, 2019, the District shall provide OCR with a report for the 2017-2018 and 2018-2019 school years including:
 - a. the names of all schools managed by the District,
 - b. the total amount of funds used for renovation and maintenance at each school,
 - c. information regarding what services the funds were used for at each school, and
 - d. the racial composition of the student body at each school.

C. New Building Construction.

1. District shall ensure that, based on OCR's determination and the District's Reporting Requirements, when construction is completed, the campus at B2 and the New Building will provide the students at the School with equal access to educational facilities that are comparable to all other schools managed by the District with respect to an indoor gymnasium, lunchroom, library, and an outdoor playground.
2. The District assures OCR the New Building will be completed for occupancy by K-12 students no later than the start of the 2020-2021 SY.
3. At the start of the 2020-2021 SY, the District shall relocate the 6-12 grade students at B1 to the B2 and New Building campus. The District will no longer manage a School at B1 after the start of the 2020-2021 SY.

REPORTING REQUIREMENT:

1. By October 31, 2019, the District shall provide OCR for approval and determination of comparability, documentation demonstrating that the campus at B2 and New Building will provide the students at the School with equal access to educational facilities that are comparable to all other schools managed by the District with respect to an indoor gymnasium, lunchroom, library, and an outdoor playground. Documentation should include building construction plans. In the event the New Building construction plans do not currently include an indoor gymnasium, lunchroom, library, heating and air conditioning, or an outdoor playground, the District's documentation must include an explanation supporting its position as to why any such facilities are not required to achieve comparability. Following review of the District's documentation, OCR will: (a) notify the District of its

determination regarding comparability; and (b) allow the District to submit additional information for OCR's further consideration on the issue.

2. Within 60 days of the completion of the New Building construction, the District shall provide OCR a certification of building inspection completed by a certified, independent building inspector demonstrating that the building is occupiable.
3. By September 1, 2020, the District shall provide OCR documentation demonstrating all K-12 students have been relocated from B1 to the campus at 3535 E. McDowell, comprising B2, and the New Building. Documentation should include a written statement from the District stating that all students are being served at the campus located at 3535 E. McDowell and the District is no longer serving Students at B1.

D. Continued Monitoring.

- a) The District shall annually review their capital construction/management plans to ensure equity in funding, renovations, maintenance, and facilities.
- b) The District shall continue to maintain the facilities and resources at the School in a manner which is consistent with, and comparable to, its maintenance of such at the other schools it manages.

In the event the District is unable to fulfill any of the requirements of this Agreement, the District will inform OCR in a timely manner and OCR will determine what further reporting is required.

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 this Agreement, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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 the Agreement, if necessary, OCR may visit the District, interview District employees 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 the regulation implementing Title VI of the Civil Rights Act of 1964 at 34 C.F.R. § 100.3, which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

For Sonoran Schools:

Fatih Karatas
Chief Executive Officer
Sonoran Schools

Date