

**Resolution Agreement**  
Rim of the World Unified School District  
OCR Case Number 09-15-1206

The U.S. Department of Education, Office for Civil Rights (OCR) initiated an investigation of a complaint against the Rim of the World Unified School District (District) alleging that the District had denied access to its continuation school program to a student (Student) on the basis of her English learner status. The District is subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and its implementing regulation at 34 C.F.R. Part 100 (Title VI) because it receives Federal financial assistance from the Department of Education. Title VI provides, in relevant part, that no program or activity receiving Federal financial assistance from the U.S. Department of Education may discriminate on the basis of race, color, or national origin.

Without admitting or conceding any violation of any Federal law with respect to the issues raised in this review, the District agrees to take the following actions:

**Specific Requirements**

1. The Student will be enrolled in the credit recovery program offered by the District during summer 2015. By June 30, 2015, the Student and her parents will be provided information about the program and any enrollment steps required.
2. The Student will be enrolled in the program for recovery of high school credits at Rim of the World High School during the 2015-16 school year. The District will identify an individual who will monitor the Student's progress, on a weekly basis to ensure that assignments are consistently available to her and that she is making expected progress. The Student and her parents will be notified if she is not making adequate progress. By June 30, 2015, the District will notify the Student and her parents of the identity of the person who will monitor her progress.
3. If the Student has not completed all credits required for high school graduation by the conclusion of the 2015-16 school year, she will be allowed to enroll at Rim of the World High School and its credit recovery program for all or part of the 2016-17 school year.
4. By August 7, 2015, the District will send a notice about the availability of the credit recovery program to all EL students and who will be enrolled at Rim of the World High School during the 2015-16 school and to their parents/guardians. The notice will inform students that EL students, including those enrolled in English language development classes, may enroll in the credit recovery program, and explain the procedures for enrolling in the program. The notice will be sent to parents in English and their primary language.

5. The District will review the records of all EL students who were enrolled at Rim of the World High school during the 2014-15 school year, and identify (1) all students who have not completed the number of credits expected for their grade level and (2) all students who requested enrollment at Mountain High School and whose request was denied. By August 7, the District will contact all such students, inform them of any current credit deficiency, and inform them of the process for enrolling in the Rim of the World High School credit recovery program.

### **Reporting and Monitoring**

1. By July 15, 2015, the District will provide OCR with copies of the notices provided to the Student and her parents concerning the availability of summer school, the identity of the person who will monitor her progress in the credit recovery program during the 2015-16 school year, and the requirements for reclassification.
2. By June 30, 2016, the District will provide OCR with a copy of the Student's high school transcript, and a report on whether she has completed the credits required to enable her to graduate from high school. If she
3. By July 21, 2015, the District will provide OCR with a draft of the notice to parents of EL students referenced in section 5 above. The District will work collaboratively with OCR to address any comments or concerns.
4. By August 31, 2015, the District will provide OCR with a list of the students identified in section 6, above. As to each such student, the District will provide the following information:
  - a. The student's grade level during the 2014-15 school year and the number of completed credits expected of students at that grade level;
  - b. The number of credits completed by the student;
  - c. The date on which the student was provided the information described in section 6;
  - d. Whether the student will be enrolled in the credit recovery program during the 2015-16 school year.

### **General Provisions**

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 the regulations implementing Title VI, Section 504, and Title II with respect to the issues in this case.

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 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, Section 504, and Title II.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Superintendent

\_\_\_\_\_06/17/2015\_\_\_\_\_  
Date