

VOLUNTARY RESOLUTION AGREEMENT

Golden Door Charter School Case No. 02-19-1110

In order to resolve Case No. 02-19-1110, Golden Door Charter School (the School) assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (the ADA), 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35.

Action Item 1: Individual Relief for the Student

By October 15, 2020, the School will convene a group of persons knowledgeable about the Student to determine the period(s) of time, if any, that the Student missed services due to being picked up early and/or sent to the therapeutic program; and determine whether the student requires any remedial and/or compensatory services as a result. If the group of knowledgeable persons determines that the Student requires remedial and/or compensatory services, the group will develop a plan for providing such services, with a completion date for providing the services not to extend beyond December 31, 2020.

Reporting Requirements:

- (a) By October 31, 2020, the School will submit to OCR a copy of the meeting minutes or similar documentation from the meeting(s) referenced in Action Item 1 above; including but not limited to an explanation for decisions made regarding remedial and/or compensatory services; and a description of and schedule for providing remedial and/or compensatory services, if any, to the Student. OCR will review the documentation submitted to ensure that the School met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.
- (b) By January 15, 2021, the School will provide documentation to OCR demonstrating that it has provided the Student with any remedial and/or compensatory services deemed necessary. The documentation will include the dates, time and locations that the services were provided, a description of the services provided, and the name(s) of the service providers.

Action Item 2: Individual Relief for the Complainant

By October 1, 2020, the School will extend to the Complainant a written offer to reimburse the Complainant for out-of-pocket expenses incurred for private evaluations of the Student and related to the Student's placement at the therapeutic program, during school year 2018-2019. The written offer to the Complainant will provide the Complainant with a minimum of thirty (30) calendar days to respond and to provide documentation of: (1) the amount of expenses incurred; (2) the date(s) on which such expenses were incurred (e.g., the date(s) the Student was evaluated); and (3)

a brief explanation regarding how the expenses were related to the evaluation(s) of the Student or to the Student's placement at the therapeutic program. The School will provide to the Complainant a minimum of 30 calendar days to respond. If the Complainant declines the offer, does not respond, or does not provide the requisite documentation within the timeframe required by the School, the School shall be under no obligation to reimburse the Complainant for such expenses or to extend the offer in the future.

Reporting Requirements:

- (a) By November 15, 2020, the School will provide to OCR a copy of the written offer made to the Complainant, as well as the Complainant's response, if any.
- (b) If the Complainant accepts the School's offer and provides the requisite documentation within the timeframe set forth above, the School will provide documentation to OCR demonstrating that the School has reimbursed the Complainant for expenses incurred, as specified in Action Item 2 above, by December 15, 2020.

Action Item 3: Training for School Staff

By November 15, 2020, the School will provide training to relevant School staff, including the School's chief academic officer and other administrative staff responsible for evaluating students suspected of having disabilities and making placement determinations. At a minimum, the training will include review of the School's obligations pursuant to Section 504 regarding the evaluation of students for special education and/or related aids and services, including obtaining and paying for private evaluations if the School is unable to complete certain types of evaluations; educational placement; notifying parents/guardians of their procedural safeguards; and, the requirements to provide a free appropriate public education to and not discriminate against qualified disabled students.

Reporting Requirement: By December 15, 2020, the School will provide documentation to OCR demonstrating that training was provided consistent with Action Item 3 above. This documentation will include, at a minimum: (a) the name(s) and credentials of the individual(s) who conducted the training; (b) a list of the individuals who attended the training and their positions; (c) the date(s) the training was conducted; (d) a description of the content, scope, and duration of the training provided; and (e) copies of all training materials used and disseminated, including handouts, guides, or other materials.

Action Item 4: Self-Evaluation of Significant Assistance

By October 15, 2020, the School administrators and Board of Trustees will conduct a self-evaluation of whether the School is providing "significant assistance" to Apollo After School Program (the after-school program) within the meaning of the regulation implementing Section 504, at 34 C.F.R. § 104.4(b)(1)(v), and the regulation implementing Title II, at 28 C.F.R. § 35.130(b)(1)(v), by allowing the operation of the after-school program at the School. If the School determines that it is providing significant assistance to the after-school program—after analyzing financial support, provision of tangible resources (e.g., staff, equipment, and facilities), intangible benefits (e.g., recognition and approval), the terms under which the School provides similar

privileges and resources to other organizations, and whether the relationship is occasional and temporary or permanent and long-term—the School will extend to the Complainant a written offer to reimburse the Complainant for out-of-pocket expenses incurred for after-school care of the Student from XXXXXXXX 2019 through the end of school year 2018-2019, consistent with the method used for Action Item 2; and notify the after-school program that in order to maintain its relationship with the School, the after-school program:

- A. Cannot, on the basis of disability, exclude qualified individuals with disabilities from participation in, deny them the benefits of, or otherwise discriminate on the basis of disability in its services, programs, or activities;
- B. Must provide its services and activities in a manner affording individuals with disabilities an equal opportunity to participate; and must make reasonable modifications in its practices or procedures when the modifications are necessary to avoid discrimination on the basis of disability unless to do so would fundamentally alter the nature of the service, program, or activity;
- C. Is obligated to respond to requests for disability accommodations in a manner that is consistent with the School's policies regarding non-discrimination and that complies with the regulations implementing Section 504 and Title II;
- D. Cannot place a surcharge on individuals with disabilities to cover the costs of measures, such as the provision of auxiliary aids and services that are required to provide the individuals with nondiscriminatory treatment; and
- E. Must notify its participants and beneficiaries, such as students and parents/guardians, through its publicity materials and its website, the process for anyone who wishes to request accommodations for a disability or to file a complaint about disability-related discrimination by the after-school program. The School will appoint a School employee knowledgeable about Section 504 and Title II to monitor the after-school program's compliance with Section 504 and Title II. The employee will:
 - i) Request from the after-school program and review information about all requests for accommodations the after-school program receives from students or other qualified parties seeking to participate in after-school program activities during school year 2020-2021;
 - ii) Require the after-school program to provide to its staff training on the requirements of those laws and their implementing regulations as they pertain to nondiscrimination and the provision of accommodations, as well as how the after-school program's policies regarding non-discrimination and the provision of accommodations apply, presented by a person knowledgeable about Section 504 and Title II. The School will request that the after-school program provide the School with documentation that the training has been conducted, including the dates, attendance sign-in sheets, the name and qualifications of the trainer(s), and copies of outlines or handouts provided to the after-school program; and

- iii) Require the after-school program to notify its participants and beneficiaries, such as students and parents/guardians, about the process to request accommodations for a disability and file a complaint about disability-related discrimination by the after-school program through any published rules and regulations, any publicity materials, and its website (if any).

Action Items 4(A)-(E) will be effective only for so long as the School provides significant assistance to the after-school program. If the School determines that the after-school program is unwilling or unable to comply with Section 504 and/or Title II, the School will (i) demand that the after-school program provide the necessary accommodations to ensure the Program does not discriminate against individuals with disabilities within a reasonable period of time; or (ii) in the event the after-school program fails to comply after the demand, cease to provide “significant assistance” to the Program, as specified in 34 C.F.R. §104.4(b)(1)(v).

Reporting Requirements:

- (a) Within 90 calendar days of the date of this agreement, the School will submit a report to OCR containing a description of the self-evaluation it conducted consistent with Action Item 4 of this agreement, including any documents the School reviewed, and the School’s determination regarding whether it is providing significant assistance to the after-school program held at the School. If OCR requires any additional information regarding the School’s determination, the School will submit the additional information within 20 calendar days of receiving OCR’s request for the additional information. OCR and the School will repeat this process until OCR approves the School’s self-evaluation and determination.
- (b) By December 30, 2020, the School will submit documentation to OCR to verify that Action Items 4(A)-(E) have been implemented (e.g., a copy of notification the School disseminated to the after-school program regarding the obligations identified in Action Item 4(A)-(E)).

The School understands that by signing this resolution agreement (the Agreement), it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the School understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms and obligations of this Agreement. Upon the School's satisfaction of the commitments made under this Agreement, OCR will close this case.

The School understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR shall give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Date: September 18, 2020

Signed: /s/
Chief Academic Officer
Golden Door Charter School