

RESOLUTION AGREEMENT
North Allegheny School District
Case Number 03-22-1397

North Allegheny School District (the District) agrees to resolve the above-referenced complaint by voluntarily entering into this Resolution Agreement (Agreement) with the U.S. Department of Education's Office for Civil Rights (OCR). This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to ensure compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35 which prohibit discrimination on the basis of disability, or retaliation, by recipients of federal financial assistance and public entities, respectively.

OCR has made no final determinations of noncompliance by the District. However, to ensure compliance with Section 504 and Title II to resolve this complaint, the District agrees to take the following actions:

Action Steps

Within 21 days of signing this agreement, the District will select one of the following options to resolve this complaint:

1. The District will agree to continue to pay the remaining 547.75 hours of the original 1149 hours of compensatory education awarded to the Student by the District XXXXXXXXXX XXXX¹, at the rate of \$120 per hour to the XXXXXXXXXXXXXXXXXXXX where the Student has been receiving his compensatory education services since XXXXXXXXX.

If the District elects option 1, the District will provide the Complainant with written notice, by certified mail and by email, of its decision to continue paying for the remaining 547.75 hours of compensatory education services XXXXXXXXXXXXXXXXXXXXXXXXXX at a rate of \$120 per hour. This notice will be provided to the Complainant within 30 days of signing this Agreement.

OR

2. The District will convene a meeting with appropriate District staff, the Complainant, and the Complainant's advocate/attorney (if desired by the Complainant) to:

[illegible]

- a) Determine how many private providers of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXX are located in XXXXXX County² and the hourly rate charged by each provider. Based on this information, the parties will determine the average market rate of private providers of XXXXXXXXXXXXXXXXXXXX services in the county.
- b) Determine how many hours of compensatory education the Student has received and how many hours of compensatory education the District has paid for, in accordance with the XXXXXXXXXXXXXXXX and how many hours of compensatory education services remain to be provided.
- c) Based on the average market rate and hours remaining, the parties will determine the remaining payment required by the District to complete the Student's compensatory education services and the schedule for making the payment(s).

If the District elects option 2, the District will provide OCR with documentation from the meeting and its decision for OCR's review and approval. The information submitted to OCR shall include: 1) a list of meeting participants; 2) the minutes of the meeting; 3) documents and information provided by both parties used to determine the average market rate for private providers in XXXXXX County and the remaining compensatory hours to be provided to the Student; and 4) the determined average market rate and remaining sum to be paid by the District for the agreed upon compensatory education balance. OCR will review all information and will reply to the District within 21 calendar days.

Within 15 calendar days of receiving OCR's approval, the District will provide the Complainant with written notice, by certified mail and email, of the final determination of the meeting. This will include the agreed upon average market rate, remaining compensatory hours, the remaining balance to be paid by the District, and a schedule for how the District will pay the balance (i.e., monthly, upon receipt of invoices from the provider, etc).

Reporting Requirement:

1. Within 45 calendar days of signing this Agreement, the District will notify OCR as to which option it has selected to address the Student's remaining compensatory education hours. The District will provide all supporting documentation. Specifically:
 - a) If the District chooses option 1, it will provide to OCR a copy of the letter sent to the Complainant informing her of the District's decision and proof that it was sent via certified mail and by email.

OR

[illegible]

- b) If the District chooses option 2, within 15 calendar days of the meeting with the Student's parent(s), the District shall certify to OCR that it held the meeting and will submit all documents and information, as outlined above.
 - c) After final approval by OCR, the District will certify to OCR that the confirmation letter has been sent to the Complainant, as well as submit a copy of the letter and proof of certified mail. The District will provide this to OCR no later than 21 days after it has sent the letter to the Complainant.
2. At the end of every calendar year, until the balance of the compensatory educational services has been provided to the Student, the District will certify to OCR that it made all payments, as required XXXXXXXXXXXXXXXX. To certify this, the District will provide documentation to OCR of the hours of services provided to the Student and the corresponding payment(s).

The District understands that by signing the resolution agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement. Further, the District understands that during the monitoring of the resolution 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 and obligations of the resolution agreement and is in compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35, that were at issue in this case. Upon the District's satisfaction of the terms and obligations of the resolution agreement and is in compliance with Section 504 and its implementing regulation, 34 C.F.R. Part 104, and Title II and its implementing regulation, 28 C.F.R. Part 35 that were at issue in this case, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution agreement and/or the applicable statutes and regulations. Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below.

/s/
Chief Executive Officer/Designee
North Allegheny School District

2/14/23
Date