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**NOAH WEBSTER BASIC SCHOOL  
OCR CASE NO. 08-15-1156  
RESOLUTION AGREEMENT**

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In order to resolve the allegations investigated by the U.S. Department of Education, Office for Civil Rights (OCR), that the Noah Webster Basic School (School) failed to implement the Student's Section 504 plan, and failed to reevaluate the Student prior to imposing a significant change in placement by imposing a long-term suspension or expulsion pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504) and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131– 65, and its implementing regulation at 28 C.F.R. part 35, while the School disagrees with OCR's findings and does not admit to any wrongdoing, the School agrees to implement the following Resolution Agreement.

1. The School will send a letter to the Student and his parents to invite him to re-enroll at the School for the 2015-2016 school year and if he has not completed the sixth grade, for the 2016-2017 school year regardless of the School's enrollment caps.

Reporting Requirement 1:

By **October 7, 2015**, the School will provide OCR a copy of the letter to the Student and his parents and will verify in writing that the letter has been sent to the last known addresses of the Student's parents.

2. The School will pay up to \$XXXX or for up to 162 hours of tutoring or other similar instructional services (whichever is less as a total expense), to be used solely for the purpose of obtaining tutoring or other similar instructional services for the Student in compensation for education lost due to exclusion from the School. The reasonable cost and duration of such tutoring is calculated based upon the rate of pay for certified public school teachers in the Mesa, Arizona area (\$XXXX per hour), accounting for 27 full days of instruction, from March 4 through April 21, 2015, as Student was enrolled in Mendoza Elementary beginning April 21, 2015.
  - a. The School will upon receipt of documentation from the complainant (for example, provider invoices or receipts for payment to the service provider) establishing that Student has received tutoring or similar instructional services valued at no more than \$XXXX, make direct payment to the service provider, or reimburse the complainant for the documented expenses paid by the complainant for such services. The School will only be obligated to reimburse the complainant for tutoring or similar instructional services that are documented to have occurred between March 4, 2015 and August 31, 2016.
  - b. In the event said payment is made, the School shall have no further obligation to provide compensatory services to Student in the event he is subsequently re-enrolled in the School.

Reporting Requirement 2:

Within **5 days** of completing the requirements of this item, the School will provide OCR written documentation that it has completed this item. Documentation will include:

- a. Copies of invoices or other record of expense incurred;
  - b. Certification of the total cost or hours of tutoring or other similar instructional services provided;
  - c. The name(s) of the service provider(s); and
  - d. Copies of all checks or other documentation of payment tendered.
3. With the parents' agreement to re-enroll the Student in the School, **within 60 days** of the student's re-enrollment, the School will conduct a multidisciplinary evaluation. After providing proper written notice to the Student's parents, the district team, and a group of knowledgeable persons from the School, including the parents, will:
- a. Conduct re-evaluation and placement meetings concerning the Student's disabilities;
  - b. Re-evaluate the Student to determine the Student's specific needs for special education, related aids, and services in order to provide the Student a free, appropriate public education pursuant to 34 C.F.R. § 104.33, including re-evaluation with new medical documentation and a comprehensive psychoeducational evaluation;
  - c. Review and if necessary revise the Student's current Section 504 plan from his most recent educational placement to provide regular or special education and related aids and services to ensure that it is appropriate to address the Student's academic and behavioral issues including the need for appropriate serviced to address homework concerns and to ensure that the School has addressed and removed any remaining ambiguity and vagueness in the Section 504 plans that were the subject of OCR's investigation.
  - d. The Team will review and document: the Student's academic losses; present levels of functioning; final grades for the 2014-2015 school year, paying special attention to the grades from the dates identified here; the Student's behavioral and homework concerns; and input from the parents. The School will provide the Student's parents notice of procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

This re-evaluation will be conducted at no cost to the parents.

Reporting Requirement 3:

Within **5 days** of completing the requirements of this item, the School will provide OCR written documentation that it has completed this item. Documentation will include:

- a. A sign-in sheet of attendees including titles;

- b. Documentation of the record of review of the Student’s academic losses, present levels of functioning, final grades for the 2014-2015 school year, and input from the parents;
  - c. A detailed explanation of how the Section 504 team reviewed and revised the Student’s Section 504 plan, and
  - d. A copy of the Student’s revised Section 504 plan or Individualized Education Program (IEP).
4. The School understands that OCR will, prior to approving the School’s decisions and plans for providing the proposed compensatory education and the regular FAPE, review the documentation 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. The School will consider and respond to any feedback from OCR with respect to the compensatory education and Section 504 plan or IEP.

Reporting Requirement 4:

By **November 30, 2015**, the School will notify OCR that either the parents have declined to re-enroll the Student at the School or will provide OCR with a copy of the Student’s new or revised Section 504 plan developed in response to item 3 above.

5. The School will expunge all the Student’s records of demerits and discipline for homework and behavior for the 2014-2015 school year including the manifestation hearing and the expulsion (or long term suspension), and will notify the Student’s parents and current school that the Student is in good standing with the School and welcome to re-enroll there.

Reporting Requirement 5:

By **October 7, 2015**, the School will provide written verification that it has expunged all the Student’s records of demerits and discipline for homework and behavior for the 2014-2015 school year, including the manifestation hearing and the expulsion (or long term suspension), and notified the Student’s parents and his current school that he is in good standing with the School and welcome to re-enroll there.

6. The School will prepare training specifically for staff including administrators and any other School personnel charged with participating in Section 504 evaluations, placement, and the provision of services. Specifically, the School will:
  - a. Draft a training package on the policies and procedures regarding the provision of a FAPE under Section 504 and on understanding and meeting the needs of students with disabilities, specifically ADD and ADHD, and
  - b. Identify the trainer or trainers that the School proposes to provide this training with the name and credentials of each. The credentials will include a curriculum vitae

demonstrating that the trainer possesses experience in the areas identified in this training package.

Reporting Requirement 6:

By **October 22, 2015**, the School will provide documentation satisfying this item for OCR's review and approval.

7. The School will consider and respond to any feedback from OCR with respect to the draft training package and identification of the trainer(s). Within **30 days** of OCR's approval of both, the School will provide the training to the identified staff at the School.

Reporting Requirement 7:

Within **10 days** of conducting the training, the School will provide OCR copies of the sign-in sheets from the training and written verification that all identified individuals at the School completed the training.

The School 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. The School also understands that by signing this Agreement, it is not admitting to any violation of any law or regulations and that the purpose of this Agreement is solely to resolve any differences between the School, the Student, the Student's family, and OCR. 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 of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.7(b), 104.33, 104.34, and 104.35, and Title II, at 28 C.F.R. §§ 35.107(b) and 35.130(a) and (b)(1)(iii) which were at issue in this case.

The School understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.7(b), 104.33, 104.34, and 104.35, and Title II, at 28 C.F.R. §§ 35.107(b) and 35.130(a) and (b)(1)(iii) which were at issue in this case.

The School understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the School written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

For the Noah Webster Basic School:

\_\_\_\_\_/s/  
Vicki Dry  
Chief Operations Officer

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September 30, 2015

Date:

