

**Resolution Agreement  
Deer Valley Unified School District  
OCR Docket # 08-17-1257**

The Deer Valley Unified School District (District) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR). By this Agreement, the District commits to the following actions, consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 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 (Title II), 42 U.S.C. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35. The District is committed to complying fully with Section 504 and Title II, and accordingly, has agreed to take the steps outlined in this Agreement. By entering into this Agreement, the District does not admit any violation of Section 504 or Title II with regard to either of the allegations in the above referenced complaint.

The District agrees to take the following actions.

1. After providing proper written notice to the Student's parent, the District will convene an Individual Education Program (IEP) team meeting to determine whether the Student was denied a free appropriate public education (FAPE) during the 2016-2017 school year as the result of: (i) the District's alleged failure to implement his IEP; and/or (ii) the District's alleged inappropriate change of his placement.

If the group determines that the Student was denied a FAPE during the 2016-2017 school year, it shall determine whether the Student is in need of compensatory and/or remedial services. Specifically, the Team will consider what, if any, compensatory services, including educational, social, or emotional, are owed to the Student.

Based upon the group's findings, the District will determine the type and number of hours of compensatory services the Student is entitled to and develop a plan for providing those compensatory services to the Student within six months. In addition to providing the Student's parent with notice of the procedural safeguards, including the right to challenge the Team's determination through an impartial due process hearing, the District will promptly notify the Complainant in writing of the compensatory services being offered at no cost and the proposed initiation date of such services.

The District will ensure that the IEP meeting is procedurally consistent with the requirements of 34 C.F.R. §§ 104.35 and 36.

**REPORTING REQUIREMENT A:** By September 30, 2017, the District will complete the Student's meeting to consider whether FAPE was denied and whether compensatory education or related services are owed. By that same date, the District will submit documentation to OCR that includes:

- A list of the individuals who attended the meeting by name, title, and role in the meeting;
- Documentation of the District's invitation to the Complainant to attend the meeting and obtain her input;
- A copy of the summary of information the team considered in reaching its determination regarding whether and what compensatory services are appropriate for the Student;

- Notes from the meeting documenting that the team carefully considered input from persons knowledgeable about the Student;
- Documentation of the Team’s decisions regarding the type and number of hours of compensatory services that are appropriate for the Student and the basis for those decisions;
- A plan for the prompt provision of compensatory services to the Student at no cost to the Complainant;
- Documentation that the Complainant was notified in writing of the compensatory services offered by the District; and
- Documentation that the District provided the Complainant with notice of her and the Student’s rights and applicable procedural safeguards under Section 504.

**REPORTING REQUIREMENT B:** Within six (6) months of the meeting, if compensatory services are deemed to be needed, the District will submit documentation to OCR demonstrating that all of the compensatory services determined by the team are being provided to the Student, or are completed.

The District intends for the implementation of this Agreement to fully resolve the allegations raised by the Complainant in the referenced complaint. 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 Section 504 and Title II, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 the regulations implementing 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 shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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

/s/

8/25/17

\_\_\_\_\_  
For Deer Valley Unified School District

\_\_\_\_\_  
Date

Name:

Title: