

RESOLUTION AGREEMENT

Leading Edge Academy – Gilbert Elementary OCR Case Number 08-17-1485

Leading Edge Academy – Gilbert Elementary (“the School”) enters into this Agreement to resolve the allegation in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the School.

The School assures the Office for Civil Rights (OCR) that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended, 29 United States Code (U.S.C.) Section 794, and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 104, and Title II of the Americans with Disabilities Act of 1990 (“Title II”), 42 U.S.C. Section 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR’s investigation, the School agreed, pursuant to Section 302 of OCR’s *Case Processing Manual*, to resolve the issue involved in this case. Accordingly, the School agrees to take the following actions.

I. Admissions and Enrollment Webpages and Materials

- A. Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for review and approval a revised student enrollment webpage (“webpage”) and enrollment packet (“packet”).¹ The revised webpage and packet will include:
 - i. A statement that the School does not discriminate on the basis of disability in recruitment, admissions, or enrollment;
 - ii. The name, title, and contact information (*i.e.*, mailing address, phone number, and email address) for the School’s Section 504/Title II Coordinator;² and
 - iii. The name, title, and contact information for an individual whom parents may contact if they suspect disability discrimination in admissions and enrollment, if different from the Section 504/Title II Coordinator.³
- B. The School will promptly and fully respond to OCR’s concerns, if any, about the revised webpage and packet until OCR considers the concerns resolved and issues final approval of the webpage and packet.
- C. Within thirty (30) calendar days of receiving OCR’s final approval of the revised webpage and packet, the School will provide to OCR:
 - i. A link to, screen shot of, or printout of the revised, final webpage;
 - ii. A copy of the revised, final packet; and

¹ Including documents available online and/or in hardcopy format

² A link and/or reference to a webpage (or otherwise readily accessible information) containing the required information will suffice to fulfill Term I(A)(ii).

³ A link and/or reference to a webpage (or otherwise readily accessible information) containing the required information will suffice to fulfill Term I(A)(iii).

- iii. Written assurances that the School will continue using the approved language on the webpage and packet.

II. New Policy and Memo to Staff

- A. Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for review a written policy regarding students with diabetes.⁴ The policy will include, at a minimum:
 - i. A reference to the School's special education policies and procedures, including information indicating where parents and guardians can locate information about Section 504 as it relates to students with diabetes;
 - ii. A provision about ensuring the availability and use of qualified staff to serve students with diabetes, including staff who are authorized to administer insulin injections; and
 - iii. The name(s) of the School staff member(s) to whom parents, guardians, and staff may direct questions or concerns related to students with diabetes.
- B. Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for review a written memo to be sent, in conjunction with the new policy created pursuant to Term II(A), to School staff regarding students with diabetes. The memo will detail, at a minimum, the School's legal obligations to eligible students with diabetes under Section 504 and Title II, including, at a minimum:
 - i. A description of the School's "Child Find" obligations;
 - ii. A statement that School staff must not discriminate against students with diabetes, including in admissions and enrollment;
 - iii. A description of the criteria for students with diabetes to be eligible for an individualized education program (IEP) or Section 504 plan;
 - iv. A statement that the School is required to provide students with diabetes who are eligible for an IEP or Section 504 plan with a free appropriate public education (FAPE); and
 - v. Examples of possible accommodations, modifications, and non-academic and related services for students with diabetes who are qualified for an IEP or Section 504 plan.⁵
- C. The School will promptly and fully address feedback, if any, from OCR until it receives OCR's final approval of the policy and memo.
- D. No later than the date of the training required by Term III(C), the School will disseminate the policy and memo to all relevant School staff, including, but not limited to, all administrators, teachers, teacher assistants, nurses, and health aides.
- E. Within thirty (30) calendar days of the policy and memo be disseminated pursuant to Term II(D), the School will provide to OCR documentation (*e.g.*, emails and screenshots) showing that it fulfilled Term II(D) of this Agreement.

⁴ The District has determined that the policy required by Term II(A) will be focused on compliance with Arizona state law. The District understands that OCR will ensure that the policy meets the requirements of Section 504 and Title II and their implementing regulations.

⁵ *e.g.*, Administering insulin, assistant in checking blood glucose levels, and allowing the student to eat snacks in school

III. Staff Training

- A. Within thirty (30) calendar days of receiving OCR's final approval of the policy and memo pursuant to Term II(C), the School will submit to OCR for review and approval:
 - i. Draft materials to train all relevant staff about serving students with diabetes, including the content of the policy and memo developed pursuant to Term II of this Agreement;⁶ and
 - ii. The name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training to School staff.
- B. The School will promptly and fully respond to OCR's concerns, if any, about the training materials and trainer(s) until OCR considers the concerns resolved and issues final approval of the materials and trainer(s).
- C. Within sixty (0) calendar days of receiving OCR's final approval of the training materials and trainer(s), the School will provide the training to all relevant staff.
- D. Within thirty (30) calendar days of the training being provided, the School will provide to OCR:
 - i. The date, time, and location of the training;
 - ii. Confirmation that the approved trainer(s) delivered the training;
 - iii. The agenda and materials from the training;
 - iv. The names and titles of all individuals who attended the training; and
 - v. The name(s) and title(s) of all individuals who did not attend the training, an explanation for each person's absence, and a plan to train each person (if possible).

IV. Student Enrollment

- A. Within thirty (30) calendar days of this Agreement being signed, the School will invite, in writing, the Complainant to admit and enroll the Student in the School for the 2018-2019 school year. The School will give the Complainant at least thirty (30) calendar days to respond to the invitation and specify the deadline in the letter. The School will copy OCR on the letter.
- B. Within fifteen (15) calendar days of receiving the Complainant's response, if the Complainant responds, the School will provide to OCR a copy of the Complainant's response. If the Complainant does not respond by the deadline, the School will notify OCR, within fifteen (15) calendar days of the deadline, that the Complainant did not respond.
- C. If the Complainant accepts the School's invitation by the deadline, the School will admit and enroll the Student, and invite the Complainant, in writing, to a meeting to discuss the Student's disability and disability-related needs.⁷
- D. If the Complainant accepts the School's invitation to meet, the School will:
 - i. Hold the meeting within forty-five (45) calendar days of the Complainant accepting the invitation; and

⁶ Relevant staff include, but are not necessarily limited to, administrators, teachers, teacher assistants, nurses, and health aides.

⁷ The invitation and meeting will meet all applicable regulatory requirements.

- ii. Submit to OCR, with thirty (30) calendar days of the meeting, documentation from the meeting.⁸
- E. If an IEP or Section 504 plan is developed for the Student at the meeting required by Term V(D), the School will implement it with fidelity, including if it includes administering injections, and consistent with all applicable federal laws.

V. Additional Reporting to OCR

- A. By June 15, 2018, the School will submit to OCR all reports, grievances, or complaints, if any, whether oral or written, from parents and guardians, during the 2017-2018 school year, regarding discrimination against students with diabetes, including in admissions and enrollment.
- B. OCR will review the report required by Term V(A) of this Agreement and communicate any concerns to the School.
- C. The School will promptly and fully respond to OCR's concerns, if any, until OCR considers them resolved.

The School 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. Sections 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The School understands that by signing this Agreement, it agrees to provide the foregoing 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 of this Agreement and are in compliance with Section 504, and its implementing regulation at 34 C.F.R. Section 104.4, and Title II, and its implementing regulation at 28 C.F.R. Section 35.149. Upon completion of the obligations under this Agreement, OCR will close this case.

For Leading Edge Academy – Gilbert Elementary:

/s/
Becki Krueger, Operations Director, LEAD Charter Schools

11/13/17
Date

⁸ e.g., Meeting notes or minutes, an evaluation form, and a Section 504 plan