

RESOLUTION AGREEMENT

Deer Valley Unified School District OCR Case Number 08-18-1066

Deer Valley Unified School District (“the District”) 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 District. The District 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 District agreed to resolve the issue of this investigation pursuant to Section 302 of OCR’s *Case Processing Manual*. Accordingly, to resolve the issue of this investigation, the District agrees to take the following actions.

I. Memo to Staff

- a. Within thirty (30) calendar days of this Agreement being signed, the District will submit to OCR for review a draft memo to all staff at XXXX School (“School A”), at XXXX School (“School B”), in the District’s Transportation Department, and in the District’s Student Support Services Department. The draft memo will include, at a minimum:
 - i. The District’s legal obligation to provide qualified students with disabilities a free appropriate public education (FAPE);¹
 - ii. The District’s legal obligation to provide non-academic and extracurricular services and activities, such as transportation, in such manner as is necessary to afford students with disabilities an equal opportunity for participation in such services and activities;²
 - iii. The District’s legal obligation to ensure that decisions about whether to provide special transportation for qualified students with disabilities are not only individualized,³ but also made in conformity with the procedural requirements of Section 504;⁴ and
 - iv. The name(s), title(s) or position(s), phone number(s), and email address(es) for staff designated to respond to questions and concerns.⁵

¹ See 34 C.F.R. Section 104.33.

² See 34 C.F.R. Section 104.37.

³ See 34 C.F.R. Section 104.33(b)(1) (*i.e.*, “designed to meet individual educational needs of handicapped persons as adequately as the needs of non handicapped persons are met”).

⁴ See 34 C.F.R. Sections 104.34, 104.35, and 104.36. The memo will describe the specific requirements.

⁵ See 34 C.F.R. Section 104.7(a).

- b. The District will promptly and fully address OCR's feedback, if any, until the District receives OCR's final approval of the memo.
- c. Within fifteen (15) calendar days of receiving OCR's final approval of the memo, the District will disseminate the memo to the staff specific in Term I(a).
- d. Within fifteen (15) calendar days of disseminating the memo pursuant to Term I(c), the District will provide to OCR documentation (*e.g.*, emails and screenshots) showing that it fulfilled Term I(c).

II. Staff Training

- a. Within sixty (60) calendar days of this Agreement being signed, the District will submit to OCR for review:
 - i. Draft materials to train all administrators and special education staff at School A and School B, as well as all necessary staff from the District's Student Support Services Department,⁶ regarding the topics specified in Term I(a); and
 - ii. The name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training.
- b. The District will promptly and fully address OCR's feedback, if any, until the District receives OCR's final approval of the training materials and trainer(s).
- c. Within sixty (60) calendar days of receiving OCR's final approval of the training materials and trainer(s), the District will provide the training to all staff specified in Term II(a)(i).
- d. Within thirty (30) calendar days of the training being provided, the District 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).

III. Audit

- a. Within thirty (30) calendar days of this Agreement being signed, the District will provide to OCR a report regarding all students with disabilities who, while attending School A or School B, who requested special transportation and were

⁶ The District will determine which staff in the Department will be trained; however, the Department will send at least one representative to the training.

denied special transportation between May 1, 2017 and January 31, 2018.⁷ The report will include, for each student:

- i. First and last name;
 - ii. Area(s) of eligibility or disability;
 - iii. School(s) attended, and if more than one school, dates of attendance;
 - iv. A copy of the request for special transportation (if written or otherwise documented);
 - v. The date(s) special transportation was denied;
 - vi. The reason(s) special transportation was denied; and
 - vii. Copies of all relevant records.⁸
- b. The District will review all instances included in the report that it creates for compliance with Term III(a) and determine if any students were improperly denied special transportation. If the District determines that any students were improperly denied special transportation,⁹ the District will provide to OCR, at the same time as it provides the report, for each student:
- i. A description of the impropriety; and
 - ii. A proposed remedy (or remedies).
- c. OCR will review the report required by Terms III(a) and III(b) and communicate any concerns to the District.
- d. The District will promptly and fully respond to OCR's concerns, if any, until OCR considers them resolved.¹⁰

IV. Ongoing Monitoring

- a. By June 29, 2018, the District will provide to OCR a report regarding all students with disabilities who, while attending School A or School B, who requested special transportation and were denied special transportation between February 1, 2018 and May 31, 2018.¹¹ The report will include, for each student:
- i. First and last name;
 - ii. Area(s) of eligibility or disability;
 - iii. School(s) attended, and if more than one school, dates of attendance;

⁷ The report will not include the Student involved in OCR case number 08-18-1066.

⁸ *e.g.*, prior written notice, meeting minutes or notes, individualized education program (IEP), and Section 504 plan.

⁹ For purposes of this Agreement, improperly denying special transportation means: (a) non-compliance with the procedural requirements in Section 504 (*see* 34 C.F.R. Sections 104.34, 104.35, and 104.36); or (b) failing to provide non-academic and extracurricular services and activities, such as transportation, in such manner as is necessary to afford students with disabilities an equal opportunity for participation in such services and activities.

¹⁰ The District understands that if a student was denied special transportation in violation of Section 504, and the denial may have resulted or did result in a denial of FAPE, the District may be expected to make a determination and possibly provide compensatory services.

¹¹ The report will not include the Student involved in OCR case number 08-18-1066.

- iv. A copy of the request for special transportation (if written or otherwise documented);
 - v. The date(s) special transportation was denied;
 - vi. The reason(s) special transportation was denied; and
 - vii. Copies of all relevant records.
- b. The District will review all instances included in the report that it creates for compliance with Term IV(a) and determine if any students were improperly denied special transportation. If the District determines that any students were improperly denied special transportation, the District will provide to OCR, at the same time as it provides the report, for each student:
- i. A description of the impropriety; and
 - ii. A proposed remedy (or remedies).
- c. OCR will review the reports required by Terms IV(a) and IV(b) and communicate any concerns to the District.
- d. The District will promptly and fully respond to OCR's concerns, if any, until OCR considers them resolved.¹²

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

The District 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 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 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 Deer Valley Unified School District:

/s/ _____
 Dr. Curtis Finch, Jr., Superintendent

April 6, 2018 _____
 Date

¹² The District understands that if a student was denied special transportation in violation of Section 504, and the denial may have resulted or did result in a denial of FAPE, the District may be expected to make a determination and possibly provide compensatory services.