

## RESOLUTION AGREEMENT

### Endeavor Hall Charter School OCR Case Number 08-18-1451

Endeavor Hall Charter School ("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.

#### I. Compensatory Services

- a. Within twenty (20) calendar days of this Agreement being signed, the School will provide to OCR a draft letter, addressed to the Complainant, offering the Complainant XXXX compensatory speech services for the Student. In the letter, the School may offer to pay the Complainant directly or may offer to pay a provider of the Complainant's choosing (*e.g.*, a private provider or the Student's new school district), or the School may allow the Complainant to choose between the two aforementioned payment arrangements. The letter will specify:
  - i. the specific amount of money being offered, which shall be consistent with fair market hourly rates of contracted, qualified speech pathologists;
  - ii. that, if the Complainant responds to the offer, the response must be in writing;
  - iii. the name, title or position, phone number, mailing address, and email address for the person to whom the Complainant shall direct his response, if any; and
  - iv. that the Complainant has fifteen (15) calendar days to respond to the offer.
- b. The School will promptly and fully address OCR's feedback, if any, until the School receives OCR's final approval of the letter.
- c. Within ten (10) calendar days of receiving OCR's final approval of the letter, the School will send the approved letter to the Complainant and OCR. The letter may be sent via email or certified mail.
- d. If the Complainant fails to respond to the offer within the specified fifteen (15) calendar days, the School will notify OCR within twenty-five (25) calendar days of the date the letter was sent. If the Complainant responds within fifteen (15) calendar days, the School will provide OCR with a copy of the response within ten (10) calendar days of the School receiving the response.
- e. If the Complainant accepts the School's offer, the School will, within fifteen (15) calendar days of receiving the Complainant's acceptance:
  - i. send payment to the Complainant or provider; and
  - ii. submit to OCR a copy of documentation showing that it made the payment, and any accompanying correspondence.

## II. Tracking Systems

- a. Within thirty (30) calendar days of this Agreement being signed, the School will submit to OCR for review a plan to track the provision of special education and related services for students with disabilities.<sup>1</sup> The plan will:
  - i. include a statement that the School is required to provide a free appropriate public education to each qualified child with a disability attending the School;
  - ii. include a statement that all aspects of students' individualized education programs (IEPs) and Section 504 plans must be implemented with fidelity;
  - iii. specify that the tracking will be mandatory;
  - iv. specify the individual(s) who will be responsible for tracking;
  - v. include standardized tracking forms;<sup>2</sup>
  - vi. include a statement that use of the tracking forms is mandatory; and
  - vii. address how records will be retained for a period of no less than three years.
- b. The School will promptly and fully address OCR's feedback, if any, until the School receives OCR's final approval of the plan.
- c. The School will immediately begin implementing the plan upon receiving OCR's final approval of the plan.
- d. Within fifteen (15) calendar days of receiving OCR's final approval of the plan, the School will:
  - i. disseminate the plan to all School staff; and
  - ii. submit documentation to OCR showing that the plan was disseminated to all School staff.<sup>3</sup>

## III. Ongoing Monitoring

- a. By January 31, 2019, the School will submit to OCR a report about all students who, between August 20, 2018 and December 31, 2018: attended the School; and had IEPs or Section 504 plans that mandated speech services. The report will include for each student:
  - i. a copy of the page(s) from the student's IEP showing the amount of speech services the student was supposed to receive; and
  - ii. a copy of all tracking forms for delivery of the student's speech services.
- b. 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.

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<sup>1</sup> If the School continues contracting with private providers of special education and/or related services, the School will address in the plan the expectations for the private providers.

<sup>2</sup> The forms may be in hard copy format and/or electronic format.

<sup>3</sup> *e.g.*, a copy of an email showing the recipients or signatures from staff affirming that they received the plan.

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 is in compliance with Section 504, Title II, and their implementing regulations. Upon completion of the obligations under this Agreement, OCR will close this case.

**For Endeavor Hall Charter School:**

/s/  
Simon Raubenheimer, Principal

8/15/18  
Date