

**Resolution Agreement
San Tan Charter School, Inc.
Complaint Number 08-18-1553**

In order to resolve the open allegations in Case Number 08-18-1513, filed against San Tan Charter School, Inc. (School) with the Office for Civil Rights (OCR) of the U.S. Department of Education, pursuant to 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. §§ 12131–65, and its implementing regulation at 28 C.F.R. part 35, the School agrees to implement the following Resolution Agreement.

This Agreement shall not in any way be construed as an admission by the School that it has acted wrongfully or violated any laws or that OCR made any finding of wrongdoing or legal violation, and the School specifically disclaims any liability to or wrongful acts against the Student or any other person.

Letter to Parents

1. Within thirty (30) days of this Agreement being signed, the School will draft a letter to all current parent(s)/guardian(s) that includes a statement that it does not discriminate against students with disabilities in its application process or in its programs or activities and that it is committed to providing a free appropriate public education to all enrolled students with disabilities. The letter shall provide a link to parents to an online statement of the School’s nondiscrimination statement and its policies and procedures regarding the provision of special education services, including the way in which parents may request an evaluation.

REPORTING REQUIREMENTS:

The School will promptly and fully address OCR’s feedback, if any, until the School receives OCR’s final approval of the letter. Within ten (10) calendar days of receiving OCR’s final approval of the letter, the School will send the approved letter to all current parent(s)/guardians. The letter may be sent via email or certified mail. The School shall provide OCR documentation sufficient to demonstrate that it sent the letter to all current parent(s)/guardian(s).

Training

2. The School will train all current staff and administrators at the K-5 level, including the Chief Executive Officer/Superintendent and Section 504 Coordinator. At a minimum, the training shall include information about the Section 504 prohibition on discrimination at 34 C.F.R. § 104.4, the Section 504 requirement to provide free appropriate public education at 34 C.F.R. § 104.33, the Section 504 requirements regarding educational setting at 34 C.F.R. § 104.34, the Section 504 requirements regarding evaluation and placement at 34 C.F.R. § 104.35, the Section 504 requirements regarding procedural safeguards at 34 C.F.R. § 104.36, and the Section 504 prohibition on retaliation at 34 C.F.R. § 104.61.

REPORTING REQUIREMENTS:

Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for approval draft materials (e.g. power-points, handouts, agenda) to train identified School staff and administrators. The submission will also include the name(s), title(s) or position(s), and qualifications of one or more qualified individuals to provide the training to staff.

Within sixty (60) calendar days of receiving OCR's final approval of the materials and trainer(s), the School will provide the training.

Within thirty (30) calendar days of the training being provided, the School will provide to OCR documentation to demonstrate:

- a. The date, time, and location of the training;
- b. Confirmation that the approved trainer delivered the training;
- c. Final agenda and materials from the training;
- d. The names and titles of all staff who attended the training; and
- e. The names and titles of all staff who were required to attend the training, but did not attend, and an explanation of when and how these individuals will receive the required training.

Individual Remedies

3. Within thirty (30) calendar days of this Agreement being signed, the School will provide to OCR a draft letter, addressed to the Complainant, offering to hold a team meeting with the Student's IEP team to determine what compensatory services are necessary to provide the Student with FAPE for the 2017-18 school year. The letter will inform the Complainant that because the Student no longer attends the School, the School will offer to ensure the compensatory services are provided at a place and location convenient to the Complainant, and may include an offer to pay a provider of the Complainant's choosing (e.g., a private provider or the Student's new school district). The letter shall provide the name, title or position, phone number, mailing address, and email address for the person to whom the Complainant shall direct her response, if any; and that the Complainant has twenty-one (21) calendar days from the date of postmark or from the date the letter is emailed, whichever is later, to respond to the offer.

REPORTING REQUIREMENT:

The School will promptly and fully address OCR's feedback, if any, until the School receives OCR's final approval of the letter.

Within ten (10) calendar days of receiving OCR's final approval of the letter, the School will send the approved letter to the Complainant. The letter may be sent via email or certified mail. The School shall provide OCR documentation sufficient to demonstrate that it sent the letter to the Complainant.

Within ten (10) calendar days of receiving the Complainant's response to the letter or from the expiration of the letter's offer, whichever is sooner, the School shall provide OCR documentation sufficient to document the Complainant's response.

Within ten (10) calendar days of the conclusion of the team meeting, the School shall send OCR documentation of the results of the team meeting, including the meeting agenda and list of participants, all documentation considered at the meeting, all documentation provided to or by the Complainant, agreements made at the meeting, and determinations made by the team. For each determination made by the team, the School shall provide OCR all documentation necessary to support the determination and an explanation of the reasons for it and any objections to it. The School shall also provide documentation sufficient to show the manner in which any compensatory services are provided to the Complainant, including a schedule of services or any payment made.

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 and Title II, which were at issue in this case.

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. Further, the School understands that during the monitoring of the Agreement, if necessary, OCR may visit the School, interview employees and students of the School, 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 regulation 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 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. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

For San Tan Charter School, Inc.:

Dr. Kristofer Sippel,
Chief Executive Officer/Superintendent

Date