

Resolution Agreement
Scottsdale Unified School District
OCR Case Numbers 08-18-1573 and 08-19-1150

The Scottsdale Unified School District (District) enters into this agreement to resolve the allegations in OCR case numbers 08-18-1573 and 08-19-1150. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 Code of Federal Regulations Part 104, which prohibit discrimination on the basis of disability in programs and activities that receive Federal financial assistance from the U.S. Department of Education; and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities. As a recipient of Federal financial assistance from the Department and a public entity, the District is subject to these laws and their regulations.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of the two complaints pursuant to Section 302 of OCR's Case Processing Manual and OCR's Rapid Resolution Process. Accordingly, the District agrees to take the following actions.

Staff Training

1. No later than May 1, 2019, the District will submit to OCR for review and approval:
 - a. Draft materials to train Laguna Elementary School (School) staff and administrators , and District transportation personnel, on:
 - i. The requirement under Section 504 to provide regular or special education and related aids and services, including but not necessarily limited to:
 1. the full and timely implementation of Section 504 plans and Individualized Education Programs (IEP);
 2. transportation as a related service; and
 3. accommodations involving parents/guardians that may be necessary in order to provide a student with a FAPE.
 - ii. Grievance procedures for when a parent raises a concern that regular or special education and related aids and services are not being provided or that a Section 504 plan or IEP is otherwise not being implemented.
 - iii. The prohibition against retaliation for a parent's/guardian's/student's exercise of a right under Section 504 and Title II.
 - b. The name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training to the School's staff and administrators and Transportation Department's relevant staff and administrators.
2. Within thirty (30) calendar days of receiving OCR's final approval of the materials and trainer(s), the District will provide the training to all School staff and administrators and relevant District transportation staff and administrators.
3. Within thirty (30) calendar days of the training being provided, the District will provide to OCR:
 - a. The date, time, and location of the training;
 - b. Confirmation that the approved trainer(s) delivered the training;

- c. The agenda and materials from the training;
- d. A roster of every School employee and their position, and the Transportation Department's relevant employees and their positions;
- e. A sign-in sheet that includes the name, title, and signature of each staff member that attended the training; and
- f. The name(s) and title(s) of all staff who were required to attend the training but who did not attend the training, an explanation for each person's absence, and any make-up dates for the training.

Individual Therapy Sessions

4. The District agrees to fund a total of six (6) hours of either occupational therapy, physical therapy, speech therapy, or some combination of all three.¹ The District further agrees that:
 - a. the Complainant will choose how the 6 hours are distributed among occupational therapy, physical therapy, and speech therapy;
 - b. the Complainant will choose the provider(s) of the therapies; and
 - c. the District agrees to fund the therapy sessions at a rate not to exceed \$XX/hour.
5. By May 1, 2019, the District will submit to OCR a schedule of the therapy sessions it will fund. The schedule will indicate the type(s) of therapy session, the name of the provider(s), and the date and time of the sessions. If the District has already funded some or all of the therapy sessions it will submit to OCR documentation indicating that it has provided those sessions. The District will submit similar documentation every thirty (30) days thereafter, until it has scheduled and provided all six (6) hours.
6. In lieu of funding individual therapies the District may provide the Complainant with a single payment of \$XX. In that instance the District will submit to OCR documentation, by no later than May 1, 2019, that it has provided the payment to the Complainant.

Compensatory Services

7. The District agrees to reimburse the Complainant the cost of the Student's enrollment in the District's Community Education program, from the start of the 2018-2019 school year through the signing of the Agreement. The District further agrees to fund the Student's continued enrollment in the District's Community Education program, from the signing of the Agreement through the end of the 2018-2019 school year.
8. By May 1, 2019, the District will submit to OCR documentation indicating that it has fully reimbursed the Complainant the cost of the Student's enrollment in the District's Community Education program, from the start of the 2018-2019 school up to the signing of the Agreement.
9. By April 1, 2019, The District will submit to OCR documentation indicating that it has funded the Student's continued enrollment in the District's Community Education program for the month of April of 2019.

¹ The Student's IEP from 4/18/2018, provided for: XX minutes/month of physical therapy, XX minutes/month of occupational therapy, and XX minute/month of speech and language therapy.

10. By May 1, 2019, The District will submit to OCR documentation indicating that it has funded the Student's continued enrollment in the District's Community Education program for the month of May of 2019.

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

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.

For the District:

/s/

3/27/19

Dr. John Kriekard, Superintendent

Date