
RESOLUTION AGREEMENT

Flagstaff Arts & Leadership Academy 08-19-1400

The U.S. Department of Education, Office for Civil Rights (OCR) and the Flagstaff Arts & Leadership Academy (Academy) enter 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 Academy. The Academy assures 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 U.S.C. Section 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. Sections 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. Accordingly, to resolve the issues of this investigation, the Academy agrees to take the following actions.

- 1) Within 10 calendar days of the date of this Agreement, the Academy shall offer to the Student's parents to conduct a Section 504 team meeting to consider whether the Student is entitled to compensatory services due to the Academy's delay in evaluating the Student for a disabling condition that requires special education or related services from January 28, 2019, until the end of the 2018-2019 school year. The Academy will provide the Student's parents a copy of its procedural safeguards for the meeting. If the team determines during the meeting the Student is entitled to compensatory services, it will provide a written offer to the Student's parent(s) for said compensatory services. The Academy shall provide all identified compensatory services to the Student no later than a year from the date of this Agreement.

REPORTING REQUIREMENT

Within 15 calendar days of the date of the team meeting, the Academy will notify OCR of the team's decision and provide OCR with a copy of the team's meeting notes.

If the team determines that the Student was entitled to compensatory services, OCR will monitor the Academy's implementation of the compensatory services, and the Academy will provide OCR with a copy of documents demonstrating its fulfillment of such services.

- 2) The Academy shall provide training to all faculty at the Academy regarding:
 - The obligation for the Academy to provide students with disabilities a free appropriate public education (FAPE);
 - "Child Find" obligations;
 - Evaluations of students who, because of disability, need or are believed to need special education or related services, including, but not limited to, timing; and

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- Placement of students with disabilities.

The Academy may elect to request that OCR provide the training.

REPORTING REQUIREMENT A

Within forty-five (45) calendar days of the date of this Agreement, the Academy will submit to OCR for review and approval:

- Draft training materials;
- The name(s), title(s) or position(s), and qualifications of one or more qualified individuals to provide the training; and
- A list of proposed individuals to be trained, including each person's name and title/position.

The Academy will promptly and fully address OCR's feedback, if any, until the Academy receive OCR's final approval of the training materials, trainer(s), and list of trainees.

In the event the Academy elects for OCR to provide the training, the Academy shall only provide the third item under Reporting Requirement A regarding the list of individuals to be trained.

REPORTING REQUIREMENT B

Within sixty (60) calendar days of receiving OCR's final approval of the training materials, trainer(s), and list of trainees, the Academy will provide the training to all staff specified on the approved list of trainees.

In the event the Academy elects for OCR to provide the training, the date for the training shall be determined collaboratively by OCR's trainer and the Academy.

REPORTING REQUIREMENT C

Within fifteen (15) calendar days of the training being provided, the Academy will provide to OCR:

- The date, time, and location of the training; confirmation that the approved trainer(s) delivered the training;
- Confirmation that the approved materials were used at the training;
- The names and titles/positions of all staff who attended the training; and
- The name(s) and title(s)/position(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).

In the event the Academy elects for OCR to provide the training, the Academy shall only provide the third and fourth items under Reporting Requirement C regarding the names and titles/positions of individuals who attended or did not attend the training.

The Academy 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 Academy understands that during the monitoring of this Agreement, if necessary, OCR may visit the Academy, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether the Academy has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, 34 C.F.R. §104.35 which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close this case.

The Academy understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the Academy 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 Academy's representative below.

/s/

Flagstaff Arts & Leadership Academy

12/12/2019

Date