

Resolution Agreement

Mesa Public Schools OCR case number 08-20-1161

The U. S. Department of Education, Office for Civil Rights (OCR) and Mesa Public Schools (District) enter into this agreement to resolve the allegations in the above-referenced complaint. 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 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; 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; and Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulation at 34 Code of Federal Regulations Part 100, which prohibit discrimination on the basis of race, color, or national origin in programs and activities that receive Federal financial assistance from the U.S. Department of Education.

Prior to the completion of OCR's investigation, the District agreed to resolve the allegations of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the allegations of this investigation, the District agrees to take the following actions.

- I. **Memorandum.** The District agrees to provide all staff at XXXX (School) with a memorandum that explains, 1) the non-discrimination requirements of Section 504, Title II, and Title VI; 2) Section 504's protection from intimidation or retaliation; and 3) the obligation of all staff at XXXX to ensure that the requirements of Section 504, Title II, and Title VI are implemented.

REPORTING REQUIREMENTS I(A): By August 1, 2020 the District will provide to OCR a draft memorandum that addresses the requirements of this agreement term. The District will promptly and fully address OCR's feedback if any, until the District receives OCR's final approval of the memorandum.

REPORTING REQUIREMENT I(B): Within five (5) calendar days of receiving OCR's final approval of the memorandum, the District will provide all staff at the School with the memorandum.

REPORTING REQUIREMENT I(C): Within ten (10) calendar days of providing the memorandum to all School staff, the District will provide OCR with documentation that indicates that each recipient of the memorandum received and read the memorandum. The District will also provide OCR with a current staff roster for the School.

- II. **Compensatory Services.** The District agrees to send a letter to the Complainant, in English and Spanish, inviting the Complainant to attend a meeting to discuss the type of compensatory services or remedial measures the District will make available to the Student. The District agrees to make available to the Student thirty-five (35) hours of compensatory services or remedial measures to address the time period between August 28, 2019 and October 16, 2019. The District acknowledges that the Student is no longer enrolled at the District and agrees that the services provided will not interfere with the Student's regular school day. The District also agrees that any costs associated with the services will be funded by the District.

REPORTING REQUIREMENT II(A): By August 1, 2020, the District will provide to OCR a draft letter from the District, addressed to the Complainant, inviting the Complainant to a meeting. The District will promptly and fully address OCR's feedback, if any, until the District receives OCR's final approval of the letter. The letter will specify:

1. That the purpose of the meeting is to determine the type of compensatory services or remedial measures the District will make available to the Student.
2. That the District has agreed to make available to the Student thirty-five (35) hours of compensatory services or remedial measures.
3. That the services seek to address the time period between August 28, 2019 and October 16, 2019.
4. That the Complainant's can choose to hold the meeting over the phone or internet.
5. That the District will provide a Spanish interpreter during the meeting.
6. That the Complainant may respond to the invitation via phone, email, or regular mail.
7. That the Complainant has thirty (30) calendar days to respond to the offer.
8. The name, title, phone number, mailing address, and email address for the person to whom the Complainant shall direct her response, if any. That person must be able to communicate in Spanish.

REPORTING REQUIREMENT II(B): Within five (5) calendar days of receiving OCR's final approval of the letter, the District will provide OCR with documentation that indicates that it sent the approved letter to the Complainant in English and Spanish. The letter may be sent via email or certified mail.

REPORTING REQUIREMENT II(C): Within five (5) days of receiving a response from the Complainant the District will notify OCR of the response and provide OCR with a copy of the response if it was in writing. If the Complainant does not respond, the District will notify OCR of the non-response thirty-five (35) calendar days after sending the letter to the Complainant. If the Complainant does not respond or declines the invitation, the District will have satisfied Term II of the Agreement.

REPORTING REQUIREMENT II(D): Within ten (10) days of the Complainant's acceptance of the District's invitation to meet, the District will provide OCR with the following:

1. Documentation indicating that the District held a meeting with the Complainant.
2. A list of the meeting attendees.
3. Documentation regarding the type of services the District will provide or fund.
4. The name(s), title(s), and contact information of the individual(s) who will provide the compensatory services or remedial measures, or who will be responsible for ensuring these are provided to the Student.
5. Where, or through what medium, the compensatory services or remedial measures will be provided.
6. When the compensatory services or remedial measures will be provided, including a start date and schedule.

REPORTING REQUIREMENT II(E): The District will continue to provide OCR with updates until the compensatory services or remedial measures have been fully provided.

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. Upon completion of the obligations under this Agreement, OCR shall close this case.

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/

7/16/2020

Theresa Baca, Director of Special Education

Date