
RESOLUTION AGREEMENT

Lake Havasu Unified School District 08-20-1170

The U.S. Department of Education, Office for Civil Rights (OCR) and the Lake Havasu Unified School District (District) 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 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 (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 District agrees to take the following actions.

IEP Meeting Offer

1. Within fifteen (15) calendar days of the date of this Agreement, the District shall offer to the Student's guardians to conduct an IEP team meeting to consider whether the District failed to provide the Student with effective communication during the 2019-2020 school year, including the provision of auxiliary aids and services (such as sign language interpreters). An additional purpose of the meeting is to consider whether the Student is entitled to compensatory services for any such failure. In considering whether the District failed to provide the Student with effective communication, the team shall be instructed that:
 - a. compliance with the District's obligation under the Individuals with Disabilities Education Act (IDEA), alone, does not necessarily establish compliance with the District's obligations to provide "effective communication" under Title II of the Americans with Disabilities Act.
 - b. the District must take appropriate steps to ensure that communications with the Student, "are as effective as communications with others" and that the District must furnish appropriate auxiliary aids and services (such as the provision of sign language interpreters) where necessary to afford the Student with an equal opportunity to participate in, and enjoy the benefits of the District's programs and activities.
 - c. in determining what the appropriate auxiliary aid or service was for the Student, the District shall give "primary consideration" to the auxiliary aid or service requested by the Student's guardians.¹

¹ This agreement does not alter the District's fundamental alteration and undue financial burden defenses, nor its burden of proof, under Title II and its implementing regulations at 28 C.F.R. § 35.164.

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- d. in determining what the appropriate auxiliary aid or service was for the Student during the 2019-2020 school year, the District shall ensure that all school related communications, not just those between the Student and his teachers or school personnel, such as ongoing exchanges in the Student's environment during the school day, were equally effective.

If the team determines during the meeting the Student is entitled to compensatory services, it will provide a written offer to the Student's guardians(s) for said compensatory services. The District shall provide all identified compensatory services to the Student no later than a year from the date of this Agreement.

REPORTING REQUIREMENT

Within ten (10) calendar days of the date the District communicates the offer, the District shall provide OCR with a copy of the offer and a written confirmation to OCR that the offer was communicated to the Complainant.

Within ten (10) calendar days of the Complainant's acceptance or rejection of the offer, the District shall notify OCR of the Complainant's decision.

If the Complainant accepts the offer, the within fifteen (15) calendar days after the team meeting, the District 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 District's implementation of the compensatory services, and the District will provide OCR with a copy of documents demonstrating its fulfillment of such services.

OCR will close the monitoring of this term of the Agreement upon receipt of sufficient documentation demonstrating 1) the Complainant's rejection of the offer, 2) the Student's IEP team's determination that the Student does not require compensatory services, or 3) the District's provision of all identified compensatory services to the Student.

Development of Plan to Ensure Effective Communication

1. Within sixty (60) calendar days of the date of the signing of this Agreement, the District shall develop a plan (Plan) for OCR's review and approval. The Plan shall outline the District's current practices as well as the steps the District will take to ensure that students with communication disabilities are provided with effective communication consistent with the requirements of Title II and its implementing regulations 28 C.F.R. §§ 35.130 and 35.160. At a minimum, the Plan shall include:
 - a. A review of the District's current written policies, procedures, and practices, if any, regarding the provision of effective communication for students with communication disabilities;
 - b. Update the District's written policies, procedures, or practices, if necessary; and

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- c. Provide training for relevant staff. This training may be in the form of in-person training, online training, detailed written/emailed memorandum, or other appropriate means to be approved by OCR. The District may create separate training for different categories of staff.

REPORTING REQUIREMENT

Within sixty (60) calendar days of the date of the signing of this Agreement, the District will submit the Plan to OCR for OCR’s review and approval. The District will continue to revise the Plan until OCR notifies the District in writing of its approval of the Plan.

Additionally, after OCR’s written approval of the Plan, the District will submit to OCR documentation of its implementation of the Plan.

OCR will close the monitoring of this term of the Agreement upon receipt of sufficient documentation demonstrating implementation of the Plan.

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 the regulations implementing Section 504 at 34 C.F.R. §104.4 and Title II at 28 C.F.R. §§ 35.130 and 35.160 which were at issue in this case. 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 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 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.

/s/

Lake Havasu Unified School District

July 8, 2020

Date