

**Sky Islands Public Charter School
Resolution Agreement
OCR Docket #08-20-1397**

In order to resolve the allegation in Case Number 08-20-1397, filed against Sky Islands Public Charter School (the School), the School voluntarily agrees to implement this Resolution Agreement (Agreement). This case was initiated pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), and its implementing regulation at 28 C.F.R. Part 35.

During the course of OCR's investigation of the complaint, before OCR had made any findings, the School indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II. Pursuant to Section 302 of OCR's Case Processing Manual (CPM), a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, OCR believes that doing so is appropriate, and the remedies align with the allegations. The School's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

The School agrees to take the following actions:

- 1) By December 17, 2020, the School shall contact the Complainant and offer the Student the opportunity to take and complete during the remainder of the 2020-2021 school year, at no cost to the Complainant or the Student, an online XXXXX class via ALEKS, a self-paced online program (the ALEKS XXXXX class) in its entirety with assigned School staff who will implement the accommodations as stated in the Student's Section 504 plan XXXXX XXXXX. The School shall coordinate with the Complainant to select the ALEKS XXXXX class from the following two options: XXXXX or XXXXX.

The School shall expunge any previous grade assigned in the XXXXX class during the 2019-2020 school year if the Student accepts the School's offer and earns a higher grade in the ALEKS XXXXX class. Upon the Student's completion of the ALEKS XXXXX class, the School shall replace the expunged grade with the grade the Student earns upon taking the ALEKS XXXXX class during the 2020-2021 school year. The School shall not replace the previous grade in the XXXXX class if the Student's grade in the ALEKS XXXXX class is lower than in the XXXXX class. X—sentence redacted—X.

- a) The School will be obligated to offer the opportunity to take only the ALEKS XXXXX class.
- b) In the event the Student takes the ALEKS XXXXX class with the accommodations in the Student's Section 504 plan XXXXX, the School shall have no further obligation to provide compensatory services to the Student related to OCR #08-20-1397.

- c) If the School receives communication from the Complainant that the Student is not interested in taking the ALEKS XXXXX class, the School shall have no further obligation to provide compensatory services to the Student related to OCR #08-20-1397.

Reporting Requirements for Item #1: By June 30, 2021, the School will provide OCR with written documentation showing that the School has completed this item.

Documentation will include:

- a) Copies of communications between the School and the Complainant and Student related to the offering of an opportunity for the Student to take the ALEKS XXXXX class (including any responses from the Complainant and the Student);
- b) The name of the ALEKS XXXXX class selected;
- c) The name(s) of the teacher(s) who taught the Student the ALEKS XXXXX class and implemented the accommodations in the Student's Section 504 plan;
- d) Copies of communications between the teacher identified above and the Student while the Student is taking the ALEKS XXXXX class;
- e) The Student's grade earned after taking the ALEKS XXXXX class;
- f) X—provision redacted—X; and
- g) If the School receives communication from the Complainant that the Student is not interested in taking the ALEKS XXXXX class, the School will provide to OCR the supporting documentation demonstrating the Complainant refused the offer.

General Requirements

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 the Agreement. Further, the School understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms and obligations of the Agreement. Upon the School's satisfaction of the commitments made under the Agreement, OCR will close the case.

The School understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the School's representative below.

/s/ _____
Director of School or Designee

12/7/2020 _____
Date