RESOLUTION AGREEMENT
Arizona State University Preparatory Academy
OCR Case 08-21-1209

In order to resolve the allegations in OCR Case 08-21-1209, filed against Arizona State University Preparatory Academy (School) and opened for investigation by the U.S. Department of Education (Department), Office for Civil Rights (OCR), the School agrees to implement this Resolution Agreement (Agreement).

The School assures OCR that the School will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation which prohibit recipients of federal funding from the Department from discriminating based on disability; Title II of the Americans with Disabilities Act of 1990 (Title II) which prohibits discrimination on the basis of disability by public entities; and the requirements of Title VI of the Civil Rights Act of 1964 (Title VI), and its implementing regulation at 34 C.F.R. Part 100, which prohibit discrimination based on race, color, or national origin in programs and activities that receive federal funding from the Department.

During the investigation, before OCR made findings, the School indicated its willingness to voluntarily resolve the complaint pursuant to Section 302 of OCR’s Case Processing Manual. The School’s decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

Accordingly, the School voluntarily agrees to take the steps outlined in this Resolution Agreement to ensure that:

a) The School provides a free appropriate public education (FAPE) by implementing instructional assistant support minutes in accordance with students’ Individualized Education Programs (IEPs);

b) All national origin minority English learner (EL) students at the School receive the services they need to participate meaningfully in the School’s fully and properly implemented educational program; and

c) The School provides dual services (EL and special education) to EL students with disabilities.

1) A Plan to Implement Instructional Assistant Support Minutes. The School will develop a written plan to ensure that students with IEPs receive instructional assistant support minutes in accordance with their IEPs. The Implementation Plan will include a system for tracking and documenting services provided to students with IEPs.

   a) Within thirty (30) days of signing this Agreement, the School will develop and submit to OCR for review and approval an initial draft Implementation Plan for providing minutes in accordance with students’ IEPs. The School will continue to submit draft plans until OCR approves a final Implementation Plan for the
School’s full and timely implementation.

b) For each Implementation Plan item, the Plan will specify the persons responsible and the supporting documentation necessary.

c) The School will provide OCR with a training agenda for School administrators and staff regarding the Implementation Plan (including training dates and training responsibilities); and

d) The School will provide OCR with supporting documentation of each item of the Implementation Plan, at dates to be determined by OCR.

2) **A Plan to Serve All EL Students.** The School will develop a written Plan with School-wide policies and procedures to ensure that EL students have equal access to the School’s educational program.

a) On or before January 14, 2022, the School will develop and submit to OCR for review and approval an initial draft Plan for providing meaningful educational services to all its EL students. The School will continue to submit draft plans until OCR approves a final Plan for the School’s full and timely implementation.

b) For each Plan item, the Plan will specify the appropriate policies and procedures, corresponding activities, the dates for these activities, the persons responsible, and the supporting documentation. The School’s Plan will address the following educational services for EL students:

i) **Placement of EL Students.** The School will ensure, and incorporate into the Plan procedures to ensure, appropriate placement of all EL students at the School into an EL program. The procedures will be designed to ensure that all EL students receive appropriate English language acquisition services, including English language development services, by qualified EL teachers and will include in all EL students’ files the School’s documentation of placement decisions.

ii) **Selected English Learners Models.** The School will:

   (1) Fully implement, and describe in its Plan, the EL model(s) that will be provided to its EL students at the School; and

   (2) Delineate what educational services (including English language development services) will be provided to all EL students at the School, based on their respective English language and academic needs.

iii) **Staffing.** The School will ensure, and incorporate into the Plan procedures to ensure, that it has assigned a sufficient number of adequately trained teachers
to properly implement the EL models and services at the School.

(1) The School will describe the staffing resources it needs to effectively implement the EL model(s), including the training and qualifications of staff that provide services in the program.

(2) The School will determine how many certified and endorsed/qualified teachers and other staff members are necessary to fully implement the EL model(s) at the School. In making this determination, the School will consider the number of EL students and the training and qualifications of staff needed to implement each service model. The School agrees that the primary providers of EL instruction are to be licensed teachers who are sufficiently trained and qualified to deliver EL instruction, including direct English language development services.

(3) The School will determine whether there are a sufficient number of adequately trained staff members assigned to properly implement the EL models and services at the School and, if not, how many additional staff members need to be trained, hired, or assigned to the EL program to fill those staffing needs. The School will implement a plan to fully and timely meet its EL staffing needs (i.e., fully qualified staff teaching all EL students). The School will describe any specific training program for its staff, and include supporting documentation regarding its development and implementation.

(4) The School will show how it has determined that its teachers have mastered the skills necessary to teach effectively in a program for EL students. For example, the School may require that teachers who provide EL services have an appropriate Arizona EL endorsement. The School will also use validated evaluative instruments that have been shown to accurately measure the skills in question, and have EL teachers’ classroom performance evaluated by someone familiar with the method being used.

(5) The School will implement the staffing plan described in the preceding paragraphs to meet its staffing needs. The School will monitor the staffing plan’s benchmarks or timelines to ensure adequate and timely progress in meeting the School's staffing needs.

iv) **Materials.** The School will provide sufficient instructional materials to implement its EL program at the School. The materials will be comparable in quality, availability, quantity, and age or grade level to those provided for non-EL students.

(1) The School will survey staff members (EL, regular education, and special education teachers serving EL students) at least annually to determine the
availability and need for additional EL materials and staff training needs related to using the EL-designed materials;

(2) The School will take necessary steps to respond to needs identified in the survey for EL materials; and

(3) The School will notify staff members of the availability of existing EL-related resources, and train them about the use of the materials as necessary.

v) **A Plan to Provide Dual Services to EL Students with Disabilities.** The School will develop a written plan to help ensure that EL students with disabilities receive EL and special education services in accordance with their IEP and EL plans, this Agreement and applicable federal and state law requirements.

(1) The Dual Services Plan shall require that the group of persons making diagnostic or special education placement decisions for an EL student shall consider the EL student’s current objective assessments of proficiency in all English skill areas (speaking, reading, writing, and comprehension), and the effects of language and culture on the validity and reliability of assessments considered in placement decisions.

(2) The Dual Services Plan shall provide that EL students with disabilities will participate in both EL instruction and special education services or related aids and services, unless an individualized determination is made using the placement process procedures required by 34 C.F.R. Section 104.35(c) that it is inappropriate to provide dual services because of the documented nature of the individual needs of the student.

(3) The Dual Services Plan shall require that delivery of EL services should be noted in the student file.

(4) The Dual Services Plan shall require that staff providing EL instruction to EL students with disabilities will be qualified in accordance with the School’s EL Plan.

vi) **Reclassification and Monitoring.** The School will adopt objective criteria it will use to determine whether an EL student at the School has obtained sufficient proficiency in English to be reclassified or to exit the EL program. At a minimum, these criteria will ensure that:

(1) The determination of English-language proficiency will be based on, in whole or in part, English language proficiency assessment test scores.

(2) Prior to the decision to exit a student from the EL program, the School
will assess each student for English proficiency in speaking, reading, writing, and comprehension relative to grade level. The School will use English language proficiency assessments according to the publisher’s instructions on properly normed and validated assessments developed for determining English language proficiency. Students will be reclassified when proficient in the four skill areas (speaking, reading, writing, and comprehension), as appropriate to their grade level.

(3) Reclassified students will be formally monitored at least once per semester for two years after exit from the EL program to ensure that the students are meaningfully accessing the regular curriculum without EL services. Documentation of monitoring of each student will be consistently maintained and address academic performance; and

vii) The School will timely remediate academic deficiencies identified in students who have exited the EL program. A description of the remediation steps will be included in the Plan. Program Evaluation and Modification. The School will incorporate into its Plan its procedures for evaluating the effectiveness of its EL program and services for EL students at the School. The School will collect longitudinal data annually for use in its evaluations. The School will include an analysis of the evaluation data according to each factor used for determining the effectiveness of the School’s EL program. The School will also describe steps to modify or improve its EL programs and services for EL students, where necessary, based upon the results of its program evaluation. The School agrees it will not continue indefinitely with programs and services that, despite soundness of design and implementation, do not satisfy its goals and objectives for providing educational services to its EL students.

(1) For the first self-evaluation due by June 15, 2022, the School will provide:

(a) The total number of EL students for school year 2021-2022;

(b) An assessment of the EL program placement and services for EL students;

(c) A description of staff training needs and the School’s response to identified needs; and

(d) Recommendations, as needed, to improve outcomes for EL students based on specific, measurable language acquisition and performance goals...

(2) The School’s Plan will provide, for school year 2021-2022 and all subsequent program evaluations (to be conducted at least once every two years):
(a) A description of the factors used to determine the effectiveness of the School’s programs and services. Some factors to include in the self-evaluation are:

(i) Whether current EL students are satisfying established goals and objectives for student participation and achievement;

(ii) Whether the School’s staff training program is sufficiently training teachers to meet EL students’ English language development and access to content curriculum needs, and meeting the stated intent of the training program’s design;

(iii) Whether current EL students are gaining in English language proficiency in speaking, reading, writing, and comprehension;

(iv) EL and former EL students’ academic progress and dropout, graduation, and grade retention rates, as compared to their non/never-EL peers.

(b) The procedures used to determine the extent to which staff hiring, training, or development is needed to ensure a full contingent of qualified teachers for the EL program to fully implement the Plan; and

(c) The specific steps the School will take, including time frames and persons responsible, to ensure that program modifications or improvements at the School are implemented when necessary to ensure program effectiveness for EL students.

d) **Implementation of the Plan.**

i) **Within thirty (30 days)** of OCR’s approval of the complete Plan, the School will submit a complete, final copy of the Plan to OCR, and begin implementing all terms of the Plan. The School will implement the specific Plan provisions in accordance with the policies, procedures, and time frames specified in the Plan.

ii) **Within sixty (60) days** of OCR’s approval of all terms of the Plan, the School will:

   (1) Provide documentation to demonstrate that the School’s site administrators have received a copy of the Plan;

   (2) Provide a training agenda for School administrators and staff regarding the implementation of the Plan (including training dates and training responsibilities); and
(3) In a newsletter or other similar document or process that is used for parent notifications, notify parents and guardians of the School’s students (in a language they understand) that the School has developed a Plan to ensure that national-origin minority EL students have equal and meaningful access to the School’s educational services.

iii) The School will provide OCR with supporting documentation of each item of the Plan, at dates to be determined by OCR.

The School 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 will give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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 this Agreement. Further, the School understands that during the monitoring of the Agreement, if necessary, OCR may visit the School, interview School employees and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms of this Agreement and is in compliance with the Section 504, Title II, and Title VI and their implementing regulations, which were at issue in this case.

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

This Agreement will become effective immediately upon the signature of the School’s representative below.

For Arizona State University Preparatory Academy:

[Signature]
Head of Schools

10-11-2021 Date

Name, Position