

**Resolution Agreement  
Neuse Charter School  
OCR Complaint No. 11-14-1249**

Neuse Charter School (the School) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-14-1249. This Agreement does not constitute an admission by the School of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act (Title II) or any other law enforced by OCR.

1. The School will develop student-related Section 504 evaluation and eligibility policies and procedures, including notice of procedural safeguards.

**Reporting Requirements:**

- a. By January 16, 2015, the School will submit to OCR, for review and approval, a copy of the Section 504 policies and procedures it has developed pursuant to the requirement above.
  - b. Within fifteen (15) days after OCR's approval, the School will submit to OCR documentation that it has notified the administration, staff, parents, and students of these policies and procedures.
2. By March 30, 2015, the School will provide training to School staff and administration on the new student-related Section 504 evaluation and eligibility policies and procedures.

**Reporting Requirements:**

- a. By February 16, 2015, the School will provide for OCR's review and approval copies of its proposed training program and the name and qualifications of the trainer(s).
  - b. Within fifteen (15) calendar days after the training, the School will provide OCR with documentation of the Section 504 evaluation and eligibility process training provided to staff and administration, including copies of training materials and attendees' names and titles.
3. By January 9, 2015, after providing proper written notice to the Student's parents, the School will convene a group of persons knowledgeable about the Student, including the parents, with the purpose of delineating compensatory educational and/or remedial services to the Student for the time period the Student did not receive appropriate regular and/or special education or related services from November 26, 2013 to the end of the 2013-14 school year. The group will develop a plan for providing timely compensatory educational and/or remedial services with a completion date not to extend beyond August 1, 2015. The plan will identify the nature and amount of services to be provided to the Student at no cost to the Student's parents, as well as who will provide the services and when. The School will provide the Student's parents notice of the procedural safeguards, including the right to a meaningful opportunity to provide input into the determination and the

right to challenge the group's determination through an impartial due process hearing. As part of the process, the School will ask the Student's parents to provide the public school district's October 2014 special education eligibility determination with regard to the Student so that the group can use that information.

**Reporting Requirement:**

- a. Within one week of the meeting, the School will submit to OCR a copy of meeting minutes or similar documentation from the meeting referenced in Action Item 3 above, including: an explanation for decisions made; a description of and schedule for providing compensatory and/or remedial services to the Student as well as the provider; and the notice of due process. OCR will review the documentation submitted to ensure that the School met the procedural and other requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.
  - b. By June 30, 2015, the School will provide documentation to OCR of the dates, times and locations that compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).
4. The School will convene a team to XXXX. In deciding whether XXXX.

**Reporting Requirements:**

- a. By January 16, 2015, the School will provide OCR a copy of the information relied on in reaching the XXXX re-determination, including test results (validated), academic performance measures, and other input, and will include the names and titles of the persons involved in the determination.
- b. By January 30, 2015, the School will notify the Complainant in writing of the outcome of its re-assessment of XXXX.

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 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 of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

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 shall give the School written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

The School understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

\_\_\_\_\_/S/\_\_\_\_\_  
Executive Director  
Neuse Charter School

\_\_\_\_12/10/2014\_\_\_\_\_  
Date