

Resolution Agreement
Achievement Preparatory Academy
OCR Complaint No. 11-14-1265

Achievement Preparatory Academy (the Academy) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-14-1265. This Agreement does not constitute an admission by the Academy of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR.

1. By June 1, 2015, OCR, in coordination with the Academy, will provide training to relevant Academy personnel, including all members of the Academy's SST team, and all teachers, administrators, and personnel responsible for identifying students who are eligible for special education and related services under Section 504 and for developing students' Section 504 plans at no cost to the Academy. At a minimum, the training will address:
 - (i) the definition of disability under Section 504;
 - (ii) the procedural requirements of Section 504 regarding identification, evaluation, and placement, and the Academy's process for meeting these requirements;
 - (iii) the role and responsibility of the SST team in this process; and
 - (iv) a discussion of hypothetical scenarios that may trigger the Academy's obligation to evaluate a student under Section 504.

Reporting Requirement:

- (a) By February 2, 2015 the Academy will coordinate with OCR to schedule the training.
 - (b) Following the completion of the training, the Academy will submit to OCR a sign-in sheet indicating the names and titles of participants
2. By February 6, 2015, the Academy will contact the Student's parent to schedule a meeting with a group (the group) of persons knowledgeable about the Student (such as the 504 Team), to determine whether the Student requires compensatory and/or remedial services (i.e., including counseling services and academic support services) for any time period between the Student's medical diagnosis with an anxiety disorder (November 2013) and the date she was determined eligible for services under Section 504. The Academy will send two written requests to the parent for the meeting. Both written requests will state the purpose of the meeting in a manner consistent with the first sentence of this paragraph. If the Student's parent does not respond to the first written request within ten (10) business days, the Academy will mail the second written request. If the Student's parent refuses or does not respond to either request for a meeting, the

Academy will have met its obligation under this provision and no further action will be required. If the Student's parent agrees to meet with the persons knowledgeable about the student (such as the 504 team) and the group determines that compensatory services are appropriate, the group will develop a plan for providing compensatory and/or remedial services, if any, with a completion date not to extend beyond August 2015. The plan will identify the nature and amount of the services to be provided at no cost to the Student's parents, by whom, and when. The Academy will provide the Student's parent with a meaningful opportunity to provide input into these determinations, notice of the determinations made, and notice of the procedural safeguards available to them under 34 C.F.R. § 104.36, including their right to challenge such determinations through an impartial due process hearing should they disagree.

Reporting Requirements:

- a. By April 30, 2015, the Academy will submit to OCR for review a copy of the meeting requests sent to the Student's parent and the response, if any, from the parent. If the parent has not responded within 28 calendar days of the date of the last request, the Academy will notify OCR and no further action will be required. If the parent consents to the meeting and the meeting is conducted, the Academy will provide the information required in Reporting Requirements b, c and d below.
- b. If the parent consents to the meeting and a meeting is conducted, the Academy will submit to OCR for review and approval a copy of the meeting minutes or similar documentation from the meeting referenced in paragraph 2 above within ten (10) business days of the meeting date¹; including an explanation for decisions made, and a description of and schedule for providing any compensatory and/or remedial services to the Student. This information should also include the names and titles of all meeting participants. OCR will review the documentation submitted to ensure that the Academy meets the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.
- c. If applicable, within ten (10) business days after OCR's review of the information submitted as a part of Reporting Requirement b above, the Academy will provide the parent (or legal guardian) with written notice, and a copy also to be sent to OCR, of the outcome of the meeting, including a description of any educational loss, and provide the Student and the parent with a written offer regarding any provision of compensatory educational services to the Student (including a description of how the services will be provided and a proposed timetable) that informs the Complainant of the outcome (i.e. any determination made and the rationale for the determinations) of the meeting held as a result of paragraph 2 above.

¹ For purposes of this agreement, a "business day" is defined as a workday for the Academy's administrative staff in accordance with the school's calendar.

- d. If the Academy offers any compensatory and/or remedial services to the Student in accordance with paragraph 2 above, and if the Student and the parent or legal guardian accept the Academy's offer, the Academy will begin providing the services to the Student within ten (10) business days from the date of its receipt of the Student's acceptance of the Academy's offer, or at a later date, if agreed upon by the Student and the parent or legal guardian. The compensatory education program shall be delivered in a manner so as not to hinder the delivery of any services that are required by the Student's current educational program and have a completion date not to extend beyond August 2015.

The Academy will work in good faith to meet each of the established deadlines. If, however, it is unable to comply with the specified deadlines or with any clause of this agreement because of unforeseen circumstances beyond its control, the School will request that OCR agree to extend the deadlines or negotiate new timelines, whichever appropriate. OCR will not unreasonably deny any such request for an extension or renegotiation.

The Academy understands that OCR will not close the monitoring of this Agreement until OCR determines that the Academy has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 regulation, at 34 C.F.R. § 104.35, which was at issue in this case.

The Academy 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 Academy understands that during the monitoring of this Agreement, if necessary, OCR may visit the Academy, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Academy has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 regulation, at 34 C.F.R. § 104.35, which was at issue in this case. OCR will notify the school at least 10 business days in advance of any visit.

The Academy 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 Academy written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

_____/S/_____
Shantelle Wright
Founder and CEO
Achievement Preparatory Academy

_____/1/12/2015_____
Date