

Resolution Agreement
Friendship Public Charter School
OCR Complaint No. 11-15-1002

The Friendship Public Charter School (the School), specifically, XXXX School, of the District of Columbia agrees to fully implement this Resolution Agreement (the Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-15-1002. This Agreement does not constitute an admission by the School 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.

Individual Provisions for the Student

1. Within 60 calendar days of the date of this Agreement, after providing proper written notice to the Student's parent/guardian, the School will convene a group of persons knowledgeable about the Student (such as the individualized education program (IEP) team if already established), including the Student's parent/guardian. The School will provide the Student's parent/guardian a copy of the notice of the procedural safeguards that includes information on the parent/guardian's right to challenge the group's determination through an impartial due process hearing.
2. During the meeting, the group will:
 - a. Clarify the School's interpretation of the disability-related services contained in the Student's Section 504 Plan (which was in place from the first day of school, August 25, 2014 until October 28, 2014), specifically as it relates to the following provisions:
 - i. To send daily/weekly progress reports home; and
 - ii. To provide peer tutoring.
 - b. Determine whether the School implemented the Student's Section 504 Plan from August 25, 2014 to October 28, 2014;
 - c. If the group determines that disability-related services contained in the Section 504 Plan were not implemented and the failure to implement the services identified in Section (a) above resulted in educational harm to the student from August 25, 2014 to October 28, 2014, then the group will determine if the Student requires compensatory educational services as a result of the harm.
 - d. If applicable, the group will develop a compensatory education plan for providing free supplemental educational and/or remedial services, with a completion date not to extend beyond one year of the start date. The plan will identify the nature and amount of the services to be provided at no cost to the

Complainant, by whom, and when. The School will provide the Complainant with a meaningful opportunity to provide input into these determinations, notice of the determinations made, and notice of the procedural safeguards available under 34 C.F.R. § 104.36, including the right to challenge such determinations through an impartial due process hearing.

Reporting Requirements:

- a. Within **10 calendar days** of sending the Complainant a written Letter of Invitation to the 504 meeting as referenced in the Provision Number 1 above, the School will submit to OCR a copy of the Letter of Invitation, along with written documentation of its attempts to contact the Complainant to schedule the meeting, noting the dates, times and individuals who engaged in this contact.
- b. Within **10 calendar days** of the meeting, the School will submit to OCR for review and approval a copy of the meeting minutes or similar documentation from the meeting referenced in Provision Number 2 above, including an explanation of the decisions that were made, a description of the compensatory education services, if any were determined necessary, and a schedule for providing any free supplemental educational and/or free remedial services to the Student, if those services are to be provided by the School. This information should also include the names and titles of all meeting participants. OCR will review the documentation submitted to ensure that the School met 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. Within **5 calendar days** after receiving OCR's approval as part of Reporting Requirement b., the School will provide the Complainant with written notice (a copy also to be sent to OCR) of the outcome of the meeting, which documents the determinations made and the rationale for such determinations, including a description of the Student's educational loss, if any. If applicable, the School will provide the Complainant a written offer or authorization regarding the School's provision of the free supplemental educational and/or remedial educational services to the Student that includes a description of how and when the services will be provided or if the School is not able to provide the services, the Complainant is authorized to obtain the services independently consistent with the Superintendent's Cost Guidelines for these services but billed to the School and a proposed timetable for completion of services.
- d. If an offer of services is determined necessary by the team of knowledgeable individuals and the Complainant accepts in writing the School's offer, the School will begin providing the services to the Student within **15 calendar days** from the date of its receipt of the Complainant's written acceptance (a copy of which will be provided to OCR) of the School's offer, or at a later date, if agreed upon by the Complainant and the School. The free supplemental educational and/or remedial educational services 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 March 2016.

- e. Within **15 calendar days** of completion of services, the School will provide documentation to OCR of the dates, times, and locations that any free supplemental and/or remedial services were provided, and the name(s) of the service provider(s) should the School elect to provide the services. If applicable, the School will provide OCR with a copy of an authorization for independent services should it elect not to directly provide supplemental educational and/or remedial educational services to the Student.

Training on the School's Section 504 Procedures

By **October 1, 2015**, the School will ensure that the School teachers and administrators received training on the requirements of Section 504 and Title II. The training will emphasize the School's obligations under Section 504 to provide a free and appropriate public education (FAPE) to students with disabilities, specifically, by developing and implementing a Section 504 Plan, in accordance with Section 504.

Reporting Requirement:

If the School does not request that OCR provide the training, then by **August 30, 2015**, the School will submit to OCR for review and approval the proposed training program, including the name and qualifications of the trainer and the training materials, prior to conducting the training. By **November 1, 2015**, the School will provide OCR with a report confirming completion of the required training, including: (a) the date of the training session(s); (b) copies of the sign-in sheet(s) with the names and titles of the School personnel who participated in the training session(s); (c) the name, title and qualifications of the staff who provided the training to the School staff; and (d) copies of the agenda and a description of the content of the training, including any training materials disseminated at the training session(s).

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 regulation implementing the provisions of Section 504 and Title II which were at issue in this case.

The School also 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 regulation implementing the provisions of 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.

_____/S/_____
Patricia A. Brantley,
Chief Operating Officer
Friendship Public Charter School

_____/3/27/15_____
Date