

**Voluntary Resolution Agreement**  
**South Carolina Charter District (Lake City College Preparatory Academy)**  
**OCR Complaint No. 11-14-1165**

South Carolina Charter District (the District) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-14-1165. This Agreement does not constitute an admission by the District 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.

**Action Item 1:**

By October 1, 2014, the District will send a notice by certified mail to all parents/guardians of record of all students who had Individualized Education Programs (IEPs) at Lake City College Preparatory Academy (School) during the 2013-2014 school year. In that notice, the District will notify the parent/guardian of the School's possible noncompliance with Section 504 during the 2013-2014 school year and offer to review the student's IEP and the provision of special education and related aids and services to the student during the 2013-2014 school year. This review will include an analysis of any failures by the School to conduct timely evaluations and re-evaluations, to fully implement the IEPs and any other compliance issues. The District will notify parents/guardians that, if deficiencies regarding the provision of special education and related aids and services or the procedural requirements of the Section 504 regulation are found, meeting participants will discuss the provision of compensatory education, provided by the District. The District can delegate this responsibility to a student's new district of attendance, if that district agrees, at the expense of the District.

The District will provide a postage-paid envelope and response form for the parent/guardian to return within 30 days of the date of the letter with the following response options: (1) the parent/guardian accepts the District's offer to conduct the above review; or (2) the parent/guardian is not interested and declines the offer.

**Reporting Requirements Item 1:**

By November 15, 2014, the District will provide to OCR copies of letters sent to all parents, copies of mail certification and parent responses received by the District.

**Action Item 2**

For each student whose parent/guardian accepts the District's offer, by December 1, 2014, after providing proper written notice to a student's parent/guardian, the District will convene a group of persons knowledgeable about each student, including the parent/guardian, with the purpose of developing a plan for providing compensatory and/or remedial services for the time period the Student did not receive appropriate regular and/or special education or related services during the 2013-2014 school year. The group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond August 1, 2015. The cost for these services will be paid for by the District. The District will provide the Student's

parent/guardian notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

**Reporting Requirements Action Item 2:**

- a. Within one week of each meeting, the District will submit to OCR a copy of meeting minutes or similar documentation from the meeting referenced in Action Item 2 above, including an explanation for decisions made, and a description of and schedule for providing compensatory and/or remedial services (if any) to the student and the notice of due process. OCR will review the documentation submitted to ensure that the District 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 September 1, 2015, the District will provide documentation to OCR of the dates, times and locations that compensatory and/or remedial services were provided, a description of the services provided, and the name(s) of the service provider(s) for each student, if applicable.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 and Title II, at 34 C.F.R. Sections 104.32, 104.33, 104.34, and 104.35, which was at issue in this case.

The District 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 District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 or Title II, at 34 C.F.R. Sections 104.32, 104.33, 104.34, and 104.35, which was at issue in this case.

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

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Dr. Wayne Brazell, Superintendent  
South Carolina Charter District

\_\_\_\_9/19/2014\_\_\_\_\_  
Date