

Resolution Agreement
Pine Lake Preparatory Charter School
OCR Complaint No. 11-15-1147

Pine Lake Preparatory Charter School (the School) agrees to fully implement this resolution agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-15-1147. 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.

Training on the School's Section 504 Evaluation and Placement Procedures

1. The School will provide training to teachers, counselors, administrators and other relevant School personnel responsible for identifying students who need or are believed to need special education and/or related aids and services, evaluating students to determine eligibility for special education services, and developing students' Section 504 Plans and/or Individual Education Programs (IEPs). The training will emphasize the School's obligation under the requirements of Section 504 and Title II and, at a minimum, will explain that:
 - A student has a disability if the student has a physical or mental impairment that substantially limits one or more major life activities. The training will also clarify that more than the student's grades must be considered in determining whether a student has a disability. In addition, in making an eligibility determination, the School will not consider any mitigating measures (e.g., temporary interventions that were put into place during the evaluation process).
 - In evaluating the Student, the School shall (1) draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; (2) establish procedures to ensure that the information obtained from all sources is documented and carefully considered; (3) ensure that the placement decision is made by a group of persons, including persons knowledgeable about the student, the meaning of the evaluation data, and placement options; and (4) ensure that parents/guardians are provided with notice of procedural safeguards.

Reporting Requirements:

- A. By **August 1, 2015**, the School will provide OCR with the name and qualifications of the individual(s) who will conduct the training and copies of all training materials for OCR's review and approval.
- B. By **September 1, 2015**, the School will provide OCR with confirmation that the training occurred, including a list of all attendees (by name and title) and a copy of the training materials provided.

Individual Provisions for the Student

2. Within **60 calendar days** of the date of this Agreement, after providing proper written notice to the Student's parents, the School will convene a group of knowledgeable persons, including the parents, and the group will:
 - Provide the parents with a copy of the notice of the procedural safeguards, including information regarding parents' rights to challenge the group's determination through an impartial due process hearing.
 - Evaluate the Student to determine whether he is eligible for services under Section 504. The group will not consider any mitigating measures (i.e., informal interventions that were implemented during the evaluation process) in determining whether the Student has a physical or mental impairment that substantially limits a major life activity. The group will also not base its determination of the Student's eligibility solely on his grades.
 - If the group finds that the Student is eligible for services under Section 504, the group will develop a Section 504 plan to provide the Student with special education and/or related aids and services as well as a plan for providing compensatory and/or remedial services as a result of the delay in receiving disability-related services during the 2014-2015 school year. The compensatory and/or remedial services plan will identify the nature and amount of services to be provided at no cost to the parents, by whom and date(s), compensatory and/or remedial services will be provided. Compensatory service may include the opportunity to retake assessments and/or grade changes, where appropriate. The School will provide the parents a meaningful opportunity to provide input in these determinations and notice of the determinations made. The group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond one year, which is by **July 1, 2016**.

Reporting Requirements

- A. Within **10 calendar days** after the meeting, the School will submit to OCR documents supporting the group's decision. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, a copy of any Section 504 plan developed, a description of compensatory and/or remedial services (if any), to the Student and a schedule to provide such services. OCR will, prior to approving the School's decision and plan for providing the proposed compensatory/remedial services, review the documentation 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.

- B. Within **10 calendar days** after receiving OCR's approval as part of the Reporting Requirement A., the School will provide the parents with written notice (a copy also to be provided to OCR) of the outcome of the meeting, which documents the determinations made and rationale for such determinations, including a description of the Student's educational loss, if any. The School will provide the parents with a written offer or authorization regarding the School's provision of free compensatory and/or remedial services to include how and when the services will be provided.
- C. If parents accept 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 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 parents and the School. The free compensatory 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 **July 1, 2016**.
- D. Within **15 calendar days** of the completion of services, the School will provide documentation to OCR of dates, times and locations that compensatory and/or remedial services were provided, should the School elect to provide the services, a description of what was provided, and the name(s) of the service provider(s).

The School understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled its terms and is in compliance with the regulations implementing Section 504, at 34 C.F.R. Part 104, and Title II, at 28 C.F.R. Part 35. 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 regulations implementing Section 504, at 34 C.F.R. Part 104 and Title II, at 28 C.F.R. Part 35.

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/_____
Head of School or Designee
Pine Lake Preparatory Charter School

_7/12/2015_____
Date