

RESOLUTION AGREEMENT

Pleasant Hill R-III School District
OCR Docket Number 07151133

The Pleasant Hill R-III School District (District), Pleasant Hill, Missouri, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the above-referenced discrimination complaint against the District and to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code (U.S.C.) § 794, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and the implementing regulations of these federal laws.

The District is resolving this complaint during OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*.¹ Therefore, OCR has not made any findings of fact or law, or issued a final determination with respect to this complaint. The District agrees to take the following actions, but nothing contained in this Agreement shall be construed to constitute an admission on the part of the District to any of the allegations in this complaint:

DIABETES POLICY²

- 1) The District shall revise the District's *Diabetes Policy* (in Policy JHCD) to include the following revisions or provisions:
 - a) Language indicating each qualified student with diabetes will have a Section 504/Title II plan, if found eligible, and diabetes care services and accommodations will be specified in the Section 504/Title II plan, as well as any diabetes medical management plan.
 - b) Language indicating the District will ensure that appropriate training is provided by qualified medical personnel to District staff who educate, serve, supervise, or transport students with diabetes, including, but not limited to, teachers, substitute teachers, aides, paraprofessionals, bus drivers and substitute bus drivers (if applicable), and staff supervising students on field trips or other off-campus locations, for the provision of diabetic care and emergency medical services, if necessary. In addition, the training shall occur in advance of educating, serving, supervising, or transporting students with disabilities. The District may incorporate the required training in this paragraph during District in-service trainings, and may

¹ OCR's *Case Processing Manual* may be accessed at <http://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.html>.

² For assistance in implementing a diabetes policy in the school setting, see the April 14, 2005 guidance letter to Chief State School Officers regarding providing services to students with diabetes (posted at <http://www2.ed.gov/about/offices/list/ocr/letters/chief-state-school-ofers-2005.pdf>), and *Helping the Student with Diabetes Succeed: A Guide for School Personnel* (posted at http://ndep.nih.gov/media/NDEP61_SchoolGuide_4c_508.pdf).

consult with OCR about whether certain components of the training may be provided via web-based application or other effective means of delivery.³

- c) A protocol for written notification of parents or guardians when medical supplies are becoming low, including how that written notification will occur, and obtaining the medical and other supplies from parents/guardians, to avoid running out of medical supplies during the academic day.
- d) Language indicating the District will request emergency supply kits from parents or guardians of students with a 504 plan or IEP due to diabetes at the beginning of the academic year for use in the event of emergencies or disasters. The emergency kit shall contain enough supplies for at least 72 hours to carry out applicable medical orders, including, but not limited to, the following supplies, as applicable to the individual student:
 - i) Blood glucose meter, testing strips, lancets, and batteries for the meter.
 - ii) Urine and/or blood ketone test strips and meter.
 - iii) Insulin, syringes, and/or insulin pens and supplies.
 - iv) Insulin pump and supplies, including syringes, pens and insulin in case of pump failure.
 - v) Other medications.
 - vi) Antiseptic wipes or wet wipes.
 - vii) Quick-acting source of glucose.
 - viii) Water
 - ix) Carbohydrate-containing snacks with protein
 - x) Hypoglycemia treatment supplies (enough for three episodes): quick-acting glucose and carbohydrate snacks with protein.
 - xi) Glucagon emergency kit.

REPORTING REQUIREMENT: By **November 2, 2015**, the District will provide to OCR copies of its draft revised Diabetes Policy for OCR's review and approval.

COMMUNICATION OF THE DIABETES POLICY

- 2) The District shall communicate its revised Diabetes Policy to all District administrators, board members, officials, and employees by:

³ It is not appropriate training for the District to simply provide the health care plan or Section 504 plan for students with disabilities to District staff (with or without supporting diabetic care or training information), or place the plan(s)/information in the classroom(s), on a bus for the bus driver or substitute bus driver to review, or in another manner without appropriate in-person training.

- a) Disseminating those revised policies and procedures via the District’s electronic communications (email) system. The District will ensure the revised policies and procedures are contained in the hard-copy handbooks for the 2016-17 school year.
- b) Including those revised policies and procedures on the District’s website and student/parent handbooks.

REPORTING REQUIREMENT: Within 15 calendar days of receiving OCR’s approval of the District’s revised Diabetes Policy, the District will provide to OCR the following:

- a) A copy of the District’s email message and attachments distributing the revised Diabetes Policy via the District’s email system.
- b) Links to the District’s revised Diabetes Policy on the District’s website and in revised online student and parent handbooks.

FIELD TRIPS

- 3) The District will ensure that sufficient, qualified District staff with appropriate training in diabetic care, including emergency diabetic care, are present for any District field trips with students who need diabetic care. The District will immediately discontinue (as of the date this Agreement is signed) any practice of notifying parents or guardians with children who are diabetic that no District staff are available for a field trip and provide the parents/guardians with a choice of whether to send their child on the school field trip. The District also will immediately discontinue inserting the following language (or similar language) in District Section 504/Title II plans that the school nurse or trained personnel will accompany a student with diabetic care on field trips “if available,” and “if no trained personnel are available to attend the field trip, the parents/guardians will be notified and have the choice of whether or not to send the student.”
- 4) **By January 8, 2016**, the District will send a letter via email to all parents or guardians with children with diabetes enrolled in the District (including the Complainant, if she enrolls her son in the District this academic year), stating that qualified District staff with appropriate training in diabetic care, including emergency diabetic care, will attend any school field trips, and attach the District’s revised Diabetes Policy. The District also will review all District Section 504/Title II plans of enrolled students with diabetes to ensure those plans do not state that if trained District staff are not available to attend a field trip, the parents will be notified and have the choice of whether or not to send the student on the field trip, or similar language. If this language or similar language is contained in other Section 504/Title II plans of District students with diabetes, the

District will follow appropriate procedures under Section 504, including conducting a review Section 504/Title II meeting, to address this language.

REPORTING REQUIREMENT: The District will blind-copy the OCR staff member responsible for monitoring this Agreement on the letters to the parents/guardians. In addition, by **January 15, 2016**, the District will provide OCR documentation with a list of all the District Section 504/Title II plans, by student name and grade, that were reviewed in accordance with paragraph 4 of this Agreement, above. The District's Section 504 Compliance Coordinator will include a statement certifying the District's review of those plans and any removal of the language addressed in paragraph 4.

INDIVIDUAL RELIEF

- 5) **Within two weeks after this Agreement** is signed, the District shall schedule a meeting at a mutually agreeable date and time, which shall include the parents and other individuals knowledgeable about the Complainant's son (Section 504/Title II team), to discuss and determine whether specific compensatory education or services (e.g., one-on-one tutoring outside the academic day, summer classes, etc.) are necessary to address the alleged denial of a free appropriate public education (FAPE) resulting from the Complainant's son's (Student) alleged missed academic time in math and reading for diabetic care during the 2014/15 academic year. If the Complainant does not participate or respond to the District's invitation for a meeting after two (2) weeks have passed since the invitation was issued, the District's obligations under this section will be deemed to have been met.

If the team determines compensatory education or services (compensatory services) are necessary, the team will discuss and determine the type, frequency, duration, and location of appropriate compensatory services that will accommodate the Student's schedule. Compensatory services will be provided at no cost to the Complainant and will not be scheduled during the Student's school day or other educational and non-academic activities associated with his school. In addition, the provision of any tutoring or educational programs will be provided by qualified staff.

- 7) The District and the Complainant may mutually agree to change the schedule of compensatory services, including the type of compensatory services, based on the individual needs of the Student, which may change over time. If the parties change the schedule or type of compensatory services, the change will be reflected in a written agreement signed and dated by the District and the Complainant.
- 8) The District shall not be obligated to provide specific compensatory services if the Complainant declines those services in writing or does not respond to the District's offer

within two weeks of the date of the District’s offer. If the Complainant does not make her son available at the scheduled date or time for a compensatory service, that service will be considered waived by the Complainant for that day or time, unless the Student is physically ill and at least four (4) hours of advance notice is given, in which case the missed service will be rescheduled.

- 9) The District will offer transportation to and from the location of the compensatory services, unless the Complainant declines transportation. The District also may reimburse the Complainant for round-trip mileage from her residence or other location to the location of compensatory services, for each day of the Student’s compensatory services sessions if the Complainant chooses to transport her son instead of accepting transportation from the District.
- 10) The District will provide to the Complainant via email a copy of the District’s notice of the procedural safeguards prior to the team meeting, and will copy OCR on the correspondence.

REPORTING REQUIREMENTS FOR ITEMS 5-10, ABOVE:

- a) Within one week of the conclusion of the meeting required above, the District will submit documentation of its determinations to OCR for review and approval, including but not limited to, an explanation of the information considered and the decisions made (including any decision made regarding compensatory education and other services) , a copy of the meeting notes or similar documentation from the meeting, including a list of participants (by name and title), a copy of the meeting notice, a copy of the data considered and, if applicable, the plan to deliver services to the student that includes a description of the services, if applicable, the compensatory services to be provided, the individual responsible for implementing the plan, and the anticipated start and ending dates for the services.
- b) After receiving OCR’s approval of the documentation submitted, if the Section 504 team determines that compensatory services are appropriate, the District will send a letter via email to the Complainant enclosing a schedule of the specific compensatory services, classes, or programs the team agreed to, including the anticipated dates and amount of compensatory time, with the signatures of each multidisciplinary team member, including the Complainant. The letter will be sent **within one week after OCR’s approval of the documentation submitted**, and the OCR staff member will be copied on the letter.
- c) If applicable, the District will maintain a log specifying the date and the start and end time that compensatory services were provided to the Student for each session, class, or program, along with the amount of compensatory services time.

The District will provide OCR a copy of the log at the end of each academic semester (and summer, if applicable) via email until the District has provided the required amount of compensatory services.

TRAINING

- 11) The District will provide training on the subject of Section 504 and Title II compliance and the anti-discrimination and anti-retaliation requirements of those laws, to District staff, including administrators, school nurses, teachers, paraprofessionals, counselors, the designated Section 504 compliance coordinator and investigator(s). The District also will provide training on diabetic and emergency care to those staff members as well as substitute teachers, substitute paraprofessionals, bus drivers, substitute bus drivers, and other District staff who teach, supervise, or provide services to District students with diabetes. The training will be conducted by an individual(s) knowledgeable about the laws and issues pertaining to Section 504 and Title II compliance and the specific topics listed below. The training will include:
- a) The identification of the District’s Section 504 and Title II coordinator, including required contact information, and an explanation of the responsibilities of the coordinator(s).
 - b) A discussion of the general anti-discrimination provisions of Section 504 and Title II, including the prohibition against denying a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, or service of the District.⁴
 - c) A discussion and distribution to trainees of the District’s notice of nondiscrimination, and anti-discrimination and anti-retaliation policies and procedures, including the District’s grievance procedures for complaints of discrimination and how to file a complaint of discrimination.
 - d) An explanation of diabetes and a discussion and distribution to trainees of the District’s revised *Diabetes Policy*, and an explanation that decisions regarding diabetic and emergency care for qualified students with disabilities must be made on an individualized basis, and parents or non-District employees (excluding emergency medical providers) cannot be required to provide necessary diabetic care or supervision to students with diabetes while they are attending school, including school field trips and activities.

⁴ See, 28 C.F.R. § 35.130(b)(1)(i), (ii) and (vii) (Title II) and 34 C.F.R. § 104.4(b)(1)(i), (ii) and (vii) (Section 504).

- e) An explanation of what constitutes disability discrimination, and a review of proper Section 504 and Title II procedures, including procedures for:
 - i) evaluating and serving students with disabilities, including diabetes.
 - ii) properly implementing Section 504/Title II plans, including the provision of diabetic care and emergency diabetic care.
- f) A discussion of proper training requirements for District staff who educate, serve, supervise, or transport students with diabetes, including but not limited to, nurses, teachers, substitute teachers, aides, paraprofessionals, substitute paraprofessionals, bus drivers and substitute bus drivers, and staff supervising students on field trips or other off-campus locations, for the diabetic care and emergency care of students with diabetes.

REPORTING REQUIREMENT: By **January 15, 2016**, the District will provide training in accordance with the requirements of this Agreement. By **February 1, 2016**, the District will provide to OCR documentation showing it has completed the training. The documentation must identify the:

- a) Date, time, and location of the training.
 - b) Topics addressed at the training (the District may provide OCR an outline of the training and copy of the materials disseminated at the training).
 - c) Name(s), title(s), and credentials of the individual(s) who conducted the training.
 - d) Name, title, and work location of each employee who attended the training (a sign-in sheet with the attendees' names, signatures, titles, and work locations is sufficient).
- 12) 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 regulations implementing Section 504 and Title II, which were at issue in this case.
- 13) 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 regulations implementing Section 504 and Title II, which were at issue in this case.

- 14) 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 60 (sixty) calendar days to cure the alleged breach.

The person(s) signing for the District represents that he is authorized to bind the District and to this Agreement.

For the District:

Dr. Wesley Townsend
Superintendent of the District

Date