

**Resolution Agreement  
Hampton City Public Schools  
OCR Complaint No. 11-14-1321**

Hampton City Public Schools (the Division) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-14-1321. This Agreement does not constitute an admission by the Division 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.

**Division Wide Remedies**

**Action Item 1: Policies and Procedures**

The Division will amend the appropriate policy or policies to prohibit retaliation against individuals who have engaged in activities protected by federal law and the regulations enforced by OCR that prohibit discrimination on the bases of race, color, national origin, sex, disability, or age. The amended policy or policies will also identify the procedure for filing a complaint alleging retaliation (as described in the previous sentence), as well as the procedure for the Division's response to such complaints.

**Reporting Requirements 1: Policies and Procedures**

- A. By August 1, 2016, the Division will provide to OCR for review and approval a draft policy or policies, as described above.
- B. Within thirty (30) school days of the Division adopting any revised policies consistent with the changes required by OCR, the Division will provide to OCR a copy of the board minutes, if applicable, or other documentation verifying that the revised policies have been adopted, along with a copy of each revised document.
- C. Within thirty (30) school days of the Board's adoption of the OCR-approved policy or policies, the Division will publish a copy of the approved policy or policies on its website. The Division will provide to OCR a statement verifying that the posting has occurred, along with a uniform record locator (URL) at which the posting may be found.

**Action Item 2: Memorandum**

The Division will develop and disseminate a memorandum or similar guidance document to all Division administrators<sup>1</sup> that provides information on unlawful retaliation against those engaging in a civil rights-related protected activity, including the Division policy developed pursuant to Action Item 1, and the procedures available for complaints of retaliation. At a minimum, the memorandum will:

- (i) Explain that Section 504, Title II, Title VI of the Civil Rights Act of 1964 (Title VI), Title IX of the Education Amendments of 1972 (Title IX), the Age Discrimination Act of 1975 (the Age Act), and their respective implementing regulations, prohibit retaliation against individuals who take action to assert the rights of parents, students, and others to be free from discrimination based on race, color, national origin, sex, disability, or age.

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<sup>1</sup> Administrators is defined for purposes of this agreement to include Principals and other Division central administration, including internal attorneys, the Superintendent, Deputy Superintendents, Executive Directors, and other senior leadership within the Division.

- (ii) Explain that retaliation against those engaging in protected activities is unlawful and prohibited by Division policy and Federal law.
- (iii) Clarify that parents, students, and others can engage in specific activities that are protected from retaliation by Federal civil rights laws.
- (iv) Provide examples of a protected activity.
- (v) Provide examples of actions that may be considered retaliatory in nature.
- (vi) Provide contact information for individuals to file complaints with the Division or OCR.

**Reporting Requirements 2: Memorandum**

- A. By August 1, 2016, the Division will provide OCR for review and approval a copy of the memorandum discussed above.
- B. Within fifteen (15) school days of OCR's completion of its review and approval of the memorandum, the Division will provide documentation to OCR establishing that it has disseminated a copy of the memorandum to those individuals designated in Action Item 2 by hard copy or electronic mail.

**Action Item 3: Posting Notice**

The Division agrees to post a notice (1) on the Special Education page of the Division's website; and (2) at the Division's Central Office and at XXXX, in the locations where other Division policies are posted within the designated building. The notice will state that the Division has developed and adopted a policy or policies prohibiting retaliation against individuals who have engaged in activities protected by federal law and the regulations enforced by OCR that prohibit discrimination on the bases of race, color, national origin, sex, disability, or age. The notice will also reference the procedure for filing a complaint alleging retaliation. The notice will further state that the Division was found by OCR to have engaged in unlawful retaliation. This notice will remain posted at these locations for at least ninety (90) calendar days from the date that OCR approves the notice.

**Reporting Requirements 3: Posting Notice**

- A. By August 1, 2016, the Division will provide OCR for review and approval a copy of the draft notice discussed above.
- B. Within fifteen (15) calendar days of OCR's completion of its review and approval of the notice, the Division will provide documentation to OCR establishing that it has posted the notice, including a uniform record locator (URL) at which the memorandum may be found.

**Action Item 4: Training**

The Division will provide training to administrators. The training will include discussion of the policies and procedures developed under Action Item 1 of this agreement and the memorandum developed pursuant to Action Item 2 of this Agreement. The training will be provided by an individual or outside third party who has sufficient knowledge, experience, or education about retaliation. The training will also include a sufficient period of time that allows for questions and answers.

**Reporting Requirements 4: Training**

- A. Within sixty (60) calendar days of OCR's approval of Action Items 1 and 2, the Division will submit to OCR for its review and approval the name and qualifications of the individual proposed to provide the training required by Action Item 4, a copy of the draft presentation, and all handouts to be provided.
- B. The Division will provide the training within forty-five (45) school days of OCR's approval of the trainer and the training materials.
- C. Within five (5) school days of providing the training required by Action Item 4, the Division will provide OCR with sign-in sheets from the training sessions, a copy of the final presentation, and all handouts provided.

**Action Item 5: Conference**

The School Board Chair and/or Superintendent will consider holding a conference with the XXXX<sup>2</sup> for the Division to discuss the allegation of retaliation and OCR's determination against the Complainant.

**Reporting Requirement 5: Conference**

- A. Within thirty (30) calendar days of the signing of this agreement, the conference will occur, if the School Board Chair and/or Superintendent determine it to be needed. If the conference occurs, the Superintendent will provide OCR with a statement identifying when the conference occurred and who was in attendance. If the conference does not occur, the Superintendent will notify OCR within thirty (30) calendar days in writing that it did not occur and the reasons why it did not occur.

**Remedies for the Complainant****Action Item 6: Review of Compensation for Damages to the Complainant**

The Division will review and compensate, as appropriate, the Complainant for all reasonable financial expenses that she incurred due to the change in her work location during the XXXX and XXXX school years as a result of the Division's actions. The documentation and requests for reimbursement will be submitted to: Patrick T. Andriano, Reed Smith, 901 East Byrd Street, Suite 1700, Richmond, Virginia 23219. The Complainant will provide reasonable documentation to the Division of expenses requested for reimbursement within sixty (60) calendar days of the signing of this agreement; all requests for reimbursement post marked or received by the Division after sixty (60) calendar days of the signing this agreement are waived.<sup>3</sup> The Division is permitted to request further documentation and/or proper authorization from the Complainant to speak to providers if necessary to determine if the expenses are valid. The Complainant must provide the documentation and/or proper authorization and releases, as necessary, within ten (10) school days of the request from the Division or the external counsel. Expenses the Division will consider are:

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<sup>2</sup> Specifically, OCR is referring to the XXXX employed by the Division as of the date of signing of this agreement.

<sup>3</sup> The 60 day deadline can be changed if the Complainant can show with supporting documentation that the deadline was missed because of incapacitating illness or other incapacitating circumstances that took place during the 60 day period, resulting in her inability to file the request. This request to extend the deadline must occur within twenty (20) calendar days of the end of incapacitation, the supporting documentation must come from a licensed professional, and rejection of an extension is subject to OCR's approval.

- (i) Excess mileage to travel to the new work location, if any, to be paid at the Federal rate for mileage reimbursement (which is located at <http://www.gsa.gov/portal/content/100715>);
- (ii) Additional childcare costs due to the change in her schedule, if any; and
- (iii) Compensation for any additional time off or leave the Complainant was required to expend during the 2014-2015 and 2015-2016 school years to attend meetings located in the Division regarding the Student.

The complainant informed OCR that, as of XXXX, she has incurred total damages of \$22,960.00 pursuant to the criteria set forth in Action Item 6 (i), (ii), and (iii) above for the XXXX and XXXX school years. The complainant must submit her request for reimbursement and the documentation of her expenses to the Division for review and approval. The submitted expenses are subject to the Division's validation requirements identified in Action Item 6. Any payments made by the Division to the Complainant do not constitute an admission of wrongdoing and may not be introduced in any proceeding or matter as evidence of admission of wrongdoing, or culpability or of the validity of any claims, whether asserted or not.

#### **Reporting Requirements 6: Compensation for Damages to the Complainant**

- A. Within forty-five (45) calendar days of receiving the documentation and requests for reimbursement from the Complainant, the Division will provide to OCR for its review and approval a list of proposed payments to the Complainant, as well as an accounting of and an explanation for how these amounts were determined, and any supporting documentation.
- B. The Division will issue payment to the Complainant within 10 calendar days of OCR's approval of the proposed payments.
- C. Within five (5) calendar days of the date that payment is sent to the Complainant for any of the above, the Division will provide OCR a copy of the check sent to the Complainant and what expenses were reimbursed.

#### **Action Item 7: Meetings Regarding the Student**

For the remainder of the monitoring of this complaint, the XXXX will only be able to attend a meeting regarding the Student, including but not limited to Individualized Education Program (IEP) meetings for the Student or parent-teacher conferences regarding the Student, when the Complainant notifies the Division that she will have counsel present or the Complainant has been notified at least five (5) school days in advance of the XXXX's attendance at the meeting regarding the Student.

#### **Reporting Requirement 7: Meetings Regarding the Student**

- A. Within ten (10) school days of signing this agreement, the Division will provide for OCR's review and approval a draft procedure to identify what steps will be taken to ensure that Action Item 7 is implemented for OCR to review and approve.

The Division understands that OCR will not close the monitoring of this Agreement until OCR determines that the Division has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 and Title II, which were at issue in this case.

The Division 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 Division understands that during the monitoring of this Agreement, if necessary and with reasonable notice, OCR may visit the Division, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Division has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 and Title II, which were at issue in this case.

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

/s/

June 29, 2016

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Superintendent  
Hampton City Public Schools

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Date