

**RESOLUTION AGREEMENT**  
**Wachusett Regional School District**  
***OCR Complaint No. 01-16-1343***

The Wachusett Regional School District (the District) has voluntarily entered into this agreement to resolve the allegation in the above-referenced complaint. The District assures that it will take the following actions.

The District agreed to resolve this complaint prior to the completion of OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*.

**Action Item 1**

The District will identify all current and former students at the District's Early Childhood Center (the Preschool) who received transportation services to and from the Preschool from 2016 to March of 2017. For each student identified, the District will hold a meeting with participants knowledgeable about the individual students to determine what if any compensatory services are appropriate, taking into account the individual needs of such students in determining the aid, benefits or services to be provided.

**Reporting Requirements:**

1. By August 31, 2020, the District will provide OCR with a list of all students from 2016 to March of 2017 who had received transportation services to and from the Preschool. The District may use a unique identifier for each student in place of a name and maintain a key/log, with the understanding that OCR may ultimately request a student's PII if we deem it relevant to complete our monitoring.
2. By December 20, 2020, for each student identified in Reporting Requirement 1 above, the District will provide OCR with:
  - a. the date of which the meeting described in Action Item 1 took place;
  - b. an explanation of whether any compensatory services are being offered to that student and why or why not; and
  - c. a description of the compensatory services to be provided.
3. By June 1, 2021, for each student identified above who is entitled to receive compensatory services, the date that provision of those services was completed.

**Action Item 2**

The District will review and revise as necessary its policies and procedures to ensure that Preschool students with disabilities receiving transportation services from the District are not dismissed from the Preschool prior to their peers without disabilities unless it is determined, for each individual student through a process that comports with Section 504, that a shortened school day is necessary to meet the student's individual needs

**Reporting Requirements:**

1. By August 31, 2020, the District will submit its policies and procedures regarding dismissal times for Preschool students with disabilities receiving transportation services from the District to OCR and will make this information available through the District’s website and any other additional means of notification the District deems effective to ensure that the information is disseminated. The District will provide OCR with documentation that it has completed this item, including copies of written notices to students, parents/guardians, administrators, and staff, and a copy of any publications (such as student handbooks) or a link to any website containing the policy.

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 the 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 and obligations of this Agreement. Upon the District’s satisfaction of the commitments made under the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District’s representative below.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darryll McCall, Ed.D.  
Superintendent