

RESOLUTION AGREEMENT
Newburyport Public Schools
OCR Complaint No. 01-17-1305

The Newburyport Public Schools (District) voluntarily enters into this agreement to resolve the allegation in the above-referenced complaint. The District assures that it will take the following actions and will meet its obligation to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II).

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions.

Action Item 1

The District agrees to provide the Student with 15 hours of compensatory services to remedy the loss of classroom and/or instructional time during the 2016-2017 year. By **February 1, 2018**, the District will convene the Student's most recent IEP team (Team) to determine the appropriate subject matter for the compensatory services, taking into consideration the Student's current academic needs, and a schedule for providing the compensatory services.

The District will take reasonable steps to obtain parental participation in the meeting, including communicating through multiple methods (by letter, phone, and email) and ensuring that the meeting is held at a time and place convenient to the parent. The District will provide the parent with a meaningful opportunity to provide input into the determination, as well as notice of the determination made, and notice of the procedural safeguards available to her under 34 C.F.R. § 104.36, including her right to challenge such determinations through an impartial due process hearing should she disagree. If the parent does not participate in the meeting, the District will send the parent a letter detailing the compensatory to be offered to the Student by the District.

The District shall not be obligated to provide compensatory services if the parent declines those services in writing or does not respond to the District's offer within sixty (60) days of the date of the District's offer.

Reporting Requirements

- (a) By **February 15, 2018**, the District will provide to OCR the following documentation:
- i. a certified mail receipt and copy of the letter sent to the parent notifying the parent of the upcoming Team meeting and the purposes of the meeting; inviting the parent's attendance in person or by telephone; and stating that, upon a request from the parent, the meeting may be

rescheduled to a reasonable time and date to facilitate parental participation in addition to the participation of members of the Team;

- ii. a list of attendees that includes the names and titles of those at the meeting, and that identifies which person(s) are knowledgeable about the Student and her disability, (if the parent does not participate in the meeting, the District will provide documentation evidencing the District's efforts to obtain parental participation);
- iii. minutes of the meeting;
- iv. a schedule for providing the Student with all identified compensatory and/or remedial services.

(b) Within 30 days of the completion of the compensatory services in Action Item 1, but no later than **September 15, 2018**, the District will provide documentation to OCR of the dates, times, and locations that the compensatory education was provided to the Student, including the name(s) and title(s) of the service provider(s); or, if the parent declines the compensatory services in writing or does not respond to the District's offer within sixty (60) days of the date of the District's offer, a signed statement from the principal of the Student's school stating that the parent has declined or not responded to the District's offer

Action Item 2

The District shall reimburse the Complainant \$387.60, which includes a prorated portion of the bus fee she paid for the Student during the 2016-2017 school year, and the mileage she incurred while using her personal vehicle to transport the Student to school from XXXXXX XX, 2017 through the end of the 2016-2017 school year.

Reporting Requirement

By **February 15, 2018**, the District will provide OCR with documentation that the Complainant has been reimbursed in accordance with Action Item 2.

Action Item 3

The District engaged in proactive staff training on Section 504 on November 7, 2017 in response to this complaint. By **June 1, 2018**, the District will conduct an additional training session for all XXXXXXXX School paraprofessionals. This training will include, but not be limited to, Section 504's procedural requirements and requirements regarding non-discrimination. Such training shall address and be consistent with Section 504, Title II, and their implementing regulations.

Reporting Requirement

Within 10 days of the training in Item 3, the District will provide documentation to OCR demonstrating that it provided the training in accordance with Action Item 3 above. This documentation will include but not be limited to: the date(s) of the training; the name and credentials of the trainer; copies of any training materials used, including any handouts guides, or other materials; sign-in sheets; and a list of the individuals who attended the training and their titles or positions.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District to 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 at 34 C.F.R. Part 104 and Title II at 28 C.F.R. Part 35, which was at issue in this case. The District understands that OCR will not close the monitoring of the Agreement until such time that OCR determines the District has fulfilled the terms of the Agreement and is in compliance with the statutes and regulations that were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close 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 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: _____/s/_____ Date: _____ January 2, 2018 _____
Susan L. Viccaro
Superintendent
Newburyport Public Schools