

**RESOLUTION AGREEMENT**  
**Braintree Public Schools**  
***OCR Complaint No. 01-18-1324***

The Braintree Public Schools (District) has voluntarily entered into this Agreement pursuant to Section 302 of OCR's *Case Processing Manual* to resolve the allegations in the above-referenced complaint prior to the completion of OCR's investigation. This Agreement does not constitute an admission of liability or wrongdoing by the District.

The District assures that it will take the following actions.

**Action Item 1**

**Within 30 school days of the execution of this Agreement**, the District will convene the Complainant's son's (Student's) Individualized Education Program (IEP) team to determine:

- (a) whether the provisions of the Student's IEP addressing his individual educational needs with respect to occupational therapy were reasonably calculated to provide the Student a free appropriate public education (FAPE) from XXXXX, 2018 through the present, and, if not,
  - i. what changes must be made to the Student's IEP to ensure that it is reasonably calculated to provide the Student FAPE; and
  - ii. what remedial services will be provided to the Student, including a schedule for providing any such services at a mutually agreeable time and place in Braintree.

The District will ensure that an individual licensed as an occupational therapist by the Massachusetts Board of Allied Health Professions attends this IEP meeting and documents and carefully considers relevant evaluation data.

**Reporting Requirement 1**

Within 15 calendar days of the IEP meeting referenced in Action Item 1, the District will provide to OCR:

- (a) documentation verifying that an individual licensed as an occupational therapist by the Massachusetts Board of Allied Health Professions attended the meeting;
- (b) minutes from the meeting reflecting the occupational therapist's consideration of relevant evaluation data; and
- (c) documentation of the team's determinations pursuant to Action Item 1(a).

Within 15 calendar days of the completion of compensatory and/or remedial services scheduled pursuant to Action Item 1(a)(ii), if any, the district will provide to OCR:

- (d) a log documenting when such services were provided to the Student.

### **Action Item 2**

By **July 30, 2019**, the District will provide the Student the following services in addition to those services specified in his IEP, at a mutually agreeable time and place in Braintree:

- (a) 8 hours of occupational therapy services provided by an individual licensed as an occupational therapist by the Massachusetts Board of Allied Health Professions. Such services shall address, among other relevant topics, the occupational therapy goal(s) specified in the Student's currently effective IEP; and
- (b) 12 hours of specialized reading instruction provided by an individual licensed as a reading specialist by the Massachusetts Department of Elementary and Secondary Education. Such services shall address, among other relevant topics, the reading goal(s) specified in the Student's currently effective IEP.

The District will coordinate with the Complainant to provide the aforementioned services at a time and place that is convenient to both the Complainant and the District. Progress reports provided to the Complainant pursuant to 603 Mass. Code Regs. 28.07(3) shall address the District's provision of the aforementioned services.

### **Reporting Requirement 2**

By **September 1, 2019**, the District will provide to OCR:

- (a) a log documenting when the services specified in Action Item 2 were provided to the Student;
- (b) documentation verifying that the individuals who provided the services specified in Action Item 2 had the required licensure at the time the services were provided; and
- (c) copies of any progress reports that the District has provided to the Complainant pursuant to 603 Mass. Code Regs. 28.07(3) since this Agreement was executed.

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 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 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/ Frank Hackett  
Superintendent Frank Hackett, Ed.D.  
Braintree Public Schools

Date: 12/21/2018