

**RESOLUTION AGREEMENT**  
**Sanford School Department**  
**OCR Complaint No. 01-19-1046**

The Sanford School Department (District) has voluntarily entered into this agreement to resolve the allegations 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*. Entering into this agreement does not constitute an admission of fault or noncompliance with Section 504, Title II, or any other governing laws and regulations.

**Action Item 1:**

By **August 31, 2019**, the District will coordinate with the Student's local school district in proposing and, if the parent agrees, convening a meeting with the Complainant and Student (as appropriate) to discuss how the Student can return to school. The discussion will include an offer to:

- a. Obtain information from the Complainant and/or Student regarding the allegations that during the 2017-2018 school year, the Student was bullied or harassed on the basis of his disability by other students or by his former Education Technician. After such information is provided, the District will: (1) investigate the allegations (as appropriate based on the information provided) pursuant to applicable policies and procedures; (2) determine whether the Student was subjected to disability-based harassment and if so, take appropriate corrective action designed to prevent recurrence; and (3) provide a written response to the Complainant, outlining the steps taken in the investigation, its findings, and any remedial actions taken.
- b. Hold, at the direction of the Student's local school district, an IEP Team meeting to: (i) consider the results of any investigation under Item 1.a. and determine whether during the 2017-2018 school year, the Student's free appropriate public education (FAPE) services may have been impacted by bullying and/or harassment; and (ii) address the Student's current educational and disability-related needs, determine whether additional evaluative information is needed, and develop an appropriate IEP for the Student, in accordance with applicable Federal and state law requirements.
- c. Cooperate in any effort, as determined by the Student's local school district, to arrange for the transfer of the Student to another high school through a Superintendent's Agreement or other arrangement, consistent with state law.

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by fostering educational excellence and ensuring equal*

**Reporting Requirements:** By **September 15, 2019**, the District will provide to OCR documentation of its efforts to comply with Action Item 1 of the Agreement including documentation of: (1) the invitation to meet with the Complainant and Student; and (2) if the Complainant and Student attend, the outcome of the meeting and of any subsequent steps, including, but not limited to, (a) a report documenting the outcome of any investigation, corrective actions deemed necessary, a timeline for implementation of the corrective actions, if necessary, and a copy of the written response provided to the Complainant; (b) a copy of the Notice of the IEP Team meeting and IEP Team meeting minutes; and (c) a statement of whether a transfer of the Student to another school will be pursued.

**Action Item 2:**

By **October 31, 2019**, the Sanford High School will provide a training regarding its obligations under Section 504/Title II, including its responsibility to address (i) disability-based harassment about which it knows or reasonably should have known, (ii) the obligation to convene a Team meeting when on notice that a student's needs may have changed requiring new or additional services, whether in response to bullying/harassment or otherwise; and (iii) the prohibition of retaliation against students and parents who engage in protected activity. The training will address Section 504/Title H's requirement that the District takes immediate and appropriate action to investigate or otherwise determine what occurred, and if harassment is found, take prompt and effective steps reasonably calculated to end the harassment, prevent it from recurring, and, as appropriate, remedy its effects. The training will be provided, at a minimum, to XXXXXXXXXXXXXXXXXXXXXXX and XXXX XXXXXXXXXXXX.

**Reporting Requirements:** **Within 15 days** of delivering the training, the District will submit to OCR the presentation materials and attendance sheets from the trainings. The attendance sheets shall include the names and titles for all staff members who participated in the training.

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 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:

Matthew Nelson  
Superintendent of Schools

Date: