

RESOLUTION AGREEMENT
Killingly Public Schools
OCR Complaint No. 01-19-1153

Killingly Public Schools (District) has entered into this agreement to resolve the allegation in the above-referenced complaint. 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*. The District does not admit to any wrongdoing or violation of law. The decision to enter into this agreement shall not be construed as an admission by the District or a finding of any violation or failure to comply with applicable law.

The District assures that it will take the following actions.

Action Item 1

By November 1, 2019, the District will develop and implement a protocol for ensuring that it is monitoring the functionality of assistive technology required by the Student's Section 504 plan and auxiliary aids for effective communication, and that it is promptly addressing any issues with equipment/devices.

Reporting Requirement

By November 15, 2019, the District will provide to OCR a copy of the protocol and documentation demonstrating when and how it provided notice of the protocol to all School personnel responsible for its implementation.

Action Item 2

By November 1, 2019, after providing proper written notice to the Student's parents, the District will convene a team meeting to determine whether or not compensatory services are appropriate for the Student for any period in which he may not have received a fully functioning FM/DM unit during the 2018-2019 school year; it is possible that the PPT could determine that no compensatory services are appropriate. The team will also review whether the Student's needs are currently being met with respect to his FM/DM unit. The District will ensure that the team includes a group of persons who are knowledgeable about the Student and his disability, the meaning of the Student's evaluation data, and the placement options.

Reporting Requirements

By November 15, 2019, the District shall provide OCR with:

1. Any team meeting or other notes, including the names/titles of attendees, minutes of the meeting and, an explanation of the PPT's review of whether compensatory services are appropriate and its review of the effectiveness of the FM/DM unit. If applicable, the District shall also provide an explanation of the District's method for determining the type and amount of compensatory services deemed appropriate for the Student; and

2. If applicable, documentation showing the Student received any compensatory services deemed appropriate by the team and/or a schedule for providing the Student with any remaining services.

Action Item 3

By December 15, 2019, the District will provide Section 504/Title II training to the Killingly Central School's (School's) special education administrators, Section 504/IEP team chairs, and any other personnel who have responsibility for coordinating the provision of related aids and services, which may be incorporated into training already planned by the District. The training will include the District's obligations regarding the provision of auxiliary aids and effective communication.

By December 23, 2019, the District will provide to OCR:

- a. A list of the individuals who attended the training and their positions;
- b. The date(s) the training was conducted; and
- c. Copies of any training materials disseminated.

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: _____
Steven Rioux, Superintendent
Killingly Public Schools