

RESOLUTION AGREEMENT
RSU 85/MSAD 19
OCR Complaint No. 01-19-1162

RSU 85/MSAD 19 (District) has voluntarily entered into this agreement to resolve the above-referenced complaint. This agreement does not constitute an admission of discrimination or wrongdoing in violation of Section 504 of the Rehabilitation Act or any other governing laws and regulations. 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: Training

- a. Retaliation: By September 30, 2021, the District will provide training to the Superintendent, the XXXXX XXXXX Director, and all staff and administrators at XXXX XXXXX XXXXX (School) on Section 504 and Title II's prohibition against retaliation for engaging in a protected activity. The training will include a discussion of what constitutes a protected activity, what the District should consider before taking action against an individual who may be considered to be engaging in a protected activity, recognizing acts of retaliation and intimidation, and the District's retaliation policy and procedures.
- b. Student Absences: By September 30, 2021, the District will provide training to all classroom teachers and administrators at the School on student absences. The training will include a discussion of the School's absence policy and procedures (including what constitutes an excused absence), documenting absences, and employees' duty to report a failure to comply with school attendance requirements.

Reporting Requirement:

By October 15, 2021, the District will submit to OCR the following:

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

Action Item 2: Student Handbook

By September 1, 2021, the District will update the School's 2021-2022 Student Handbook to include the following:

- a. A statement on retaliation, notifying families that the District prohibits retaliation due to an individual engaging in protected activities (including filing a complaint, participating in an investigation, or asserting rights or privileges under state or federal non-discrimination laws), identifying where to report such conduct to the District, directing individuals who believe they have been subject to retaliation to the District's policies,

which further define retaliation and describe where/how to report such conduct to the District, and ensuring them that the District will respond appropriately to all such complaints of retaliation;

- b. A statement defining the situations in which an absence will be excused; and
- c. A statement explaining when the failure to comply with school attendance requirements may result in a XXXX to the XXXX XXXX XXX XXXXX XXXXX or the XXXXX XXXXX.

Reporting Requirement:

By September 15, 2021, the District will provide to OCR a copy of the School's 2021-2022 Student Handbook, along with an explanation of how the Student Handbook was distributed to the School community.

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: _____ Date: _____
Kenneth Johnson, Superintendent of Schools