

RESOLUTION AGREEMENT
Norwalk Public Schools
OCR Complaint No. 01-19-1176

The Norwalk 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 assures that it will take the following actions. However, nothing herein constitutes any admission or acknowledgement by the District of any wrongdoing or that it committed any violation of any law or policy. The execution of this Agreement does not constitute an admission of any liability of any kind. The District is entering into this Agreement in order to obtain a resolution of this matter.

Action Item 1

- A. By September 30, 2019, after providing written notice to the Student's guardian and the guardian's attorney, the District will convene the planned Section 504 team meeting for the Student to evaluate her eligibility for transportation as a related service. The District will ensure that the team includes a group of persons who are knowledgeable about the Student and her disability and that the decision is based on the evaluative data, information from a variety of sources, and the individualized needs of the Student.
- B. If the Student is determined eligible for transportation as a related service, the District will determine whether compensatory services and/or reimbursement are appropriate for the Student for the period during the 2018-2019 school year in which she did not receive transportation as a related service.

Reporting Requirements

- 1. By October 30, 2019, the District shall provide OCR with any team meeting or other notes, including the names/titles of attendees, minutes of the meeting and, if applicable, an explanation of the District's method for determining the type and amount of compensatory services/reimbursement deemed appropriate for the Student.
- 2. By November 30, 2019, if applicable, the District shall provide OCR with documentation showing the Student received any compensatory services/reimbursement deemed appropriate by the team and/or a schedule for providing the Student with any remaining services.

Action Item 2

- A. By November 30, 2019, the District will provide Section 504/Title II training to all Section 504 team chairpersons and Section 504 coordinators at the District's elementary schools and the Central Office, which may be incorporated into training already planned by the District. The training will include the District's obligations under Section 504 to determine a student's eligibility for requested related aids and services, including but not

limited to transportation, particularly with respect to students who attend inter-district magnet schools or other out-of-district schools.

Reporting Requirements

1. By November 30, 2019, the District will provide to OCR:
 - a. The name(s)/title(s) of the trainer(s) who provided the training and a description of their credentials;
 - b. A list of the individuals who attended the training and their positions;
 - c. The date(s) the training was conducted; and
 - d. 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: _____/s/_____ Date: _____ July 25, 2019_____

Steven J. Adamowski
Superintendent
Norwalk Public Schools