

**RESOLUTION AGREEMENT**  
**Winthrop Public Schools**  
**OCR Complaint No. 01-19-1322**

Winthrop Public Schools (the District) has voluntarily entered into this agreement to resolve the allegation 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*. This agreement is not an admission by the District that it violated any laws enforced by the OCR.

**Action Item 1**

By March 20, 2020, after providing written notice to the parent/guardian of each student currently enrolled in Winthrop High School's XXXX Program (Program), the District will convene a team meeting for each student to determine whether compensatory services are appropriate for each student in consideration of the District's practice of XXXX Program students XXX on XXX during the 2019-2020 school year. The District will ensure that the team includes a group of persons who are knowledgeable about each student and his/her disability, the meaning of the student's evaluation data, and the placement options. The District will make reasonable efforts to include the parent/guardian of each student, and the District will provide the parent/guardian of each student with notice of the procedural safeguards, including the right to challenge the team's determination through an impartial due process hearing. The team will ensure that all team decisions are documented, and any decisions regarding the provision of compensatory services will be noted in each student's Individualized Education Program (IEP).

**Reporting Requirements:**

By March 27, 2020, the District shall provide OCR with:

1. 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 deemed appropriate for each student; and
2. Documentation showing that each student received any compensatory services deemed appropriate by the team and/or a schedule for providing each student with any remaining services.
3. Documentation showing the District's efforts to include and obtain the input of each student's parent/guardian.

**Action Item 2**

By no later than March 20, 2020, the District will ensure a XXXX on XXX for students in the Program, by XXX the XXX of XXX for Program students by XXX and XXX on XXX, so that it is comparable to the XXXXX for other students in Winthrop High School, unless the student's IEP team had previously determined or determines through a process that comports with the

Section 504 regulation pursuant to Action Item 1 above, that a XXXXX is necessary to meet the student's individual needs.

**Reporting Requirements:**

By March 27, 2020, the District will provide documentation to OCR demonstrating that, by no later than March 20, 2020, it has XXX the XXX of XXX for Program students by XX and XXX on XXX, to ensure that the XXXXX for Program students is comparable to the XXXXX for other students in Winthrop High School, unless there is a legitimate educational or health reason for a student to receive a XXXXXX, as determined by the student's IEP team.

**Action Item 3**

The District will ensure that parents/guardians of students newly enrolling in the Program during the 2019-2020 and 2020-2021 school years (including entering Freshmen and students transitioning from other schools/programs) are notified of, and given the opportunity to provide input regarding any IEP team decision(s) regarding XXXXX including notice of the procedural safeguards. The IEP teams will ensure that this notice, any parental input received, and team decisions are documented in each student's file.

**Reporting Requirements:**

By June 30, 2021, the District will provide OCR with copies of any notification provided to parents/guardians and other documentation referenced in Action Item 3.

**Action Item 4**

By June 30, 2020, the District will provide training to key Program staff and administrators (to include, at a minimum, the Lead Teacher, Team Chair and Director of Pupil Personnel Services) concerning the District's obligation under Section 504 and Title II to provide a XXXX to students with disabilities unless the student's Section 504 team or IEP team determines through a process that comports with the Section 504 regulation, that a XXXXX is necessary to meet the student's individual needs. The training will also include the procedural requirements of Section 504 pertaining to identification, evaluation, placement, and the need to re-evaluate prior to any significant change in placement.

**Reporting Requirements:**

By September 1, 2020, the District will provide documentation to OCR demonstrating that the District conducted training in accordance with Action Item 4. The documentation shall include, at a minimum, the date of the training session, the staff who attended the training session, a description of the presenter's background and qualifications, and a copy of the agenda and the 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: \_\_\_\_\_ 2/14/2020 \_\_\_\_\_  
Lisa A. Howard, Superintendent