



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS, REGION I  
5 POST OFFICE SQUARE, 8<sup>th</sup> FLOOR  
BOSTON, MASSACHUSETTS 02109-3921

**RESOLUTION AGREEMENT**  
**Springfield School District**  
**OCR Complaint No. 01-20-1072**

The Springfield School District (District) has voluntarily entered into this agreement to resolve the allegations in the above-referenced complaint. By entering into this agreement, the District does not admit any wrongdoing or to the validity of the allegations contained in the 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*.

**Action Item 1**

By **end of December 2020**, the District will provide Section 504 and Title II training to its 504 Coordinator(s) and related staff, including team chairs and staff who implement 504 plans, Superintendent, and District Principals or Building Administrators. In addition to Section 504’s requirements generally, this training will specifically include provisions of 34 C.F.R §104.35 of the Section 504 implementing regulation regarding: evaluating students for special education and/or related aids and services; placing students; and, re-evaluating such students, including for significant changes in placement. This training may be conducted virtually.

**Reporting Requirements**

Within ten days of conducting the training required by Action Item 1, the District will provide OCR documentation of the training undertaken, including:

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

**Action Item 2**

By **the end of the 2019-2020 school year**, after providing proper written notice to the XXXXXX XXXXXXXX, the District will convene a team meeting to determine whether compensatory services are appropriate for the Student in consideration of: the requirements of the Student’s XXXX Individualized Education Program (IEP); any failure to evaluate prior to a significant change in placement (such as the absence of XXX XXXXXXXX XXXXXXXXXXXX XXX/XX XXXXX XXXX school); and, any failure to provide regular and special education and related aids and services XXXXX the Student XXXXX XXX XXX XX XXXXXX XXXXXXXXXXX. In particular, the District will consider any missed XXXXXXXX XXXXXXXX, special education instruction, XXXXX XXXXXXXX services, and/or XXXXXXXXXXXX XXXXXXXX services missed from XXXXXXXXXXXXXXX until XXXXXXXXXXXXXXX, relating to the

*The Department of Education’s mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.*

absence of XXX XXXXXXXX XXXXXXXXXXXX, XXXXXXXX XXXX school; XXXXXX  
XXXX classrooms XXXXXX XXXXXXXXXXXX XX XXXXX XXXX or other events;  
XXXXXXXX XXXX XXXXXX XXXXXXXX XXXXXXXXXXXX XX XXX XXX XX  
XXXXXXXX XXXXXXXX; and, appropriate compensatory services already provided, if any. 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. The District will make reasonable documented efforts to include XXX XXXXXXXXXXXX,  
and the District will provide XXX XXXXXXXXXXXX with notice of the procedural safeguards,  
including the right to challenge the team’s determination through an impartial due process  
hearing.

**Reporting Requirements**

**By the beginning of the 2020-2021 school year**, the District shall provide OCR with:

- a. 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 the Student; and
- b. 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.

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: April 21, 2020  
Kelly Ryan, Director of Special Services