

**RESOLUTION AGREEMENT**  
**Narragansett School System**  
***OCR Complaint No. 01-20-1118***

The Narragansett School System (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*.

**Action Item 1**

By June 15, 2020, after providing proper written notice to the Student's parent, the District will convene an IEP team meeting. The District will ensure that the IEP team includes a group of persons who are knowledgeable about the Student and her disability, the meaning of the Student's evaluation data, and the placement options. At the meeting, the District will:

- a. Invite the Student and the Student's parent to share their understanding of or concerns with the following provisions in the Student's IEP: preferential seating and direct instruction in self-regulation and self-advocacy.
- b. If needed, revise and/or more clearly define the provisions concerning preferential seating in the Student's IEP (e.g., purpose, location) as appropriate to meet the Student's needs under Section 504;
- c. Assess whether the Student received preferential seating in math class as intended by the IEP team and if not, consider whether compensatory services are appropriate;
- d. Review the compensatory services the District has already agreed to provide to the Student and determine whether those services are sufficient to address the time that the District may not have fully implemented provisions of the Student's IEP regarding direct instruction in self-regulation and self-advocacy by a social worker;
- e. Ensure that any compensatory services that the IEP team identifies as appropriate, including any already provided or agreed to by the District, are included in the Student's IEP;
- f. Provide the Student and the Student's parent with a meaningful opportunity to offer input into these determinations, notice of the determinations made, and notice of the procedural safeguards available to them under 34 C.F.R. § 104.36; and
- g. Maintain detailed minutes.

**Reporting Requirement**

1. By June 15, 2020, the District will submit to OCR a copy of the following materials:
  - i. a list of attendees that includes the names and titles of those at the meeting;
  - ii. meeting minutes;
  - iii. an explanation of the District's determination for Action Items 1(c) and (d), and schedule for providing any additional services or other remedies (if any) to the Student;

- iv. a copy of the Student’s latest IEP incorporating any compensatory services; and
- v. any other supporting team meeting materials that address the Action Items above.

### **Action Item 2**

If the District finds that the Student did not receive preferential seating in math class as intended by the IEP team in Action Item 1(c) above, by June 15, 2020, the District will assess whether the Student’s grade in math was impacted by the lack of preferential seating and take steps to correct the Student’s grade as appropriate.

### **Reporting Requirement**

By June 15, 2020, the District will submit to OCR an explanation of the District’s determination for Action Item 2 and documentation of any grade change.

### **Action Item 3**

By June 15, 2020, the District will provide Section 504/Title II training to the Student’s IEP team and any administrators charged with ensuring the Student’s IEP is implemented. The training will include training on drafting specific, unambiguous IEP provisions and training on ensuring services continue to be provided when a service provider goes out on leave.

### **Reporting Requirements**

1. By June 15, 2020, 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: \_\_\_\_\_  
Peter J. Cummings, Ed.D  
Superintendent

Date: \_\_\_\_\_