

Resolution Agreement
OCR Complaint #03131125
Wood County Schools

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), Wood County Schools (the District) voluntarily enters into this Resolution Agreement (Agreement). This Agreement does not constitute an admission of liability on the part of the District, nor does it constitute a determination by OCR that the District violated any of the regulations enforced by OCR.

The District acknowledges its obligation to provide a free appropriate public education (FAPE) to each qualified individual with a disability within its jurisdiction, regardless of the nature or severity of the individual's disability in accordance with Section 504 at 34 C.F.R. § 104.33, and Title II at 28 C.F.R. § 35.130.

The District also acknowledges that no person, on the basis of disability, be excluded from participation in, be denied the benefits of, be treated differently from another person, or otherwise be discriminated against in any program or activity in accordance with Section 504 at 34 C.F.R. § 104.3 and Title II at 28 C.F.R. § 35.130.

1. By September 1, 2014, the District will distribute a memorandum to all faculty, staff, and administrators at the XXXXXXXXXXXX XXXXX XXXX XXXXXXX (the School) who are involved in implementing IEPs reminding them of their obligations under 34 C.F.R. § 104.33. The memorandum may be distributed electronically.
2. By September 1, 2014, the District will convene a multidisciplinary team meeting(s) to assess whether the Student suffered an educational loss, from the beginning of the 2012 school year until February 2013, due to the District's failure to fully implement the provisions of XXX Individualized Education Plan (IEP). In making its assessment, the multidisciplinary team will adhere to the requirements 34 C.F.R. § 104.35 (evaluation and placement) and 34 C.F.R. § 104.36 (procedural safeguards). The District will invite the parents to attend the multidisciplinary team meetings at least 10 days in advance of the meetings, unless the parents agree to waive this requirement.
3. Within fifteen (15) calendar days of the meeting described above, the District will provide the Complainant with written notice, via certified mail, of the outcome of the meetings, including a description of any educational loss discovered and a description of any compensatory educational services being offered, as applicable. If compensatory educational services are determined to be necessary for the Student, the District will inform the Complainant that she must respond to the offer with fifteen (15) calendar days. The notice will also inform the Complainant of the applicable procedural safeguards, in accordance with the requirements of 34 C.F.R. § 104.36. If compensatory services are warranted, and the Complainant accepts the District's offer, the District agrees to begin providing the services within seven (7) calendar days from the date of their receipt of the Complainant's acceptance of the District's offer. The compensatory education program shall be delivered in a manner so as not to hinder the delivery of any services that are required by the Student's current educational program.
4. By September 1, 2014, the District will ensure that all students in the School who require XXXXXXXX XXXXXXXX XX XXXX XX XXXX XXXXXXXX XXXXX are provided with this

