

Resolution Agreement

OCR Complaint #03-14-1065

Polytech School District

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), the Polytech School District (the District) voluntarily enters into this Resolution Agreement (the 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.

Action Steps

1. The District recognizes its obligations under Section 504 and its implementing regulation, at 34 C.F.R. § 104.33, to provide a free appropriate public education (FAPE) to each qualified individual with a disability within its jurisdiction. By May 30, 2014, the District will distribute a memorandum to all of its staff members and administrators at the Polytech High School (the High School), reminding them of these obligations. The memorandum will specifically state:
 - a. the District is obligated to provide services to qualified students with disabilities consistent with Section 504 and Title II;
 - b. all provisions of a student's Section 504 Plan/Individualized Education Program (IEP) must be promptly and fully implemented;
 - c. the District must ensure that all staff who are responsible for the implementation of IEP/504 Plans are aware of the existence of a student's IEP/Section 504 Plan, and of their responsibilities to implement it;
 - d. any failure to implement a student's IEP/Section 504 Plan is a form of disability discrimination; and
 - e. the name and contact information for the District employee(s) able to respond to questions and concerns about the ability to accurately implement all provisions of a student's IEP/Section 504 Plan.

2. The District recognizes its obligation under Title VI to ensure that no person, on the basis of race, 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. By May 30, 2014, the District will distribute a memorandum to all faculty, staff, and administrators at the High School which explains that different treatment of students on the basis of race is a violation of Title VI, including their implementing regulations at 34 C.F.R. § 100.3.

3. By June 1, 2014 the District will submit for OCR's review and approval a Notice of Nondiscrimination that: (a) specifies the bases for non-discrimination in its education programs and activities and (b) identifies by name or title, address, and telephone number the individual(s) responsible for coordinating the District's compliance with the civil rights laws listed in the Notice of Nondiscrimination, including Title VI.

4. Within 45 calendar days of written approval from OCR that the District's Notice of Nondiscrimination is consistent with Title VI requirements, the District will ensure that, each of its electronic and printed publications of general distribution, including student/parent handbooks, announcements, bulletins, catalogs, and application forms, that it makes available to District students, the parents of District students, and District employees that provide information to employees and students about District services and policies, contain the Notice of Nondiscrimination. Inserts may be used pending reprinting of these publications.
5. X—sentence redacted--x. In making any determinations, the multidisciplinary team will adhere to the requirements of 34 C.F.R. § 104.35 (evaluation and placement) and 34 C.F.R. § 104.36 (procedural safeguards). The District will invite the Complainant to attend the multidisciplinary meeting at least ten (10) days in advance of the meeting, unless the Complainant agrees to waive this requirement.

Reporting Requirements

6. By June 1, 2014, the District will provide OCR with documentation demonstrating its implementation of items 1 and 2, including a copy of the memorandum required by items 1 and 2 and a list of individuals, by name and title, who received it.
7. By June 1, 2014, the District will provide OCR with the following a copy of the District's draft notice of nondiscrimination in accordance with item 1 of the Agreement.
8. Within 60 calendar days of OCR's approval of the Notice of Non-discrimination, provide documentation demonstrating that it has implemented item 2 of the Agreement, including copies of any printed publications, and web links to any electronic publications containing the notice.
9. Within 30 days of xxxxxxxxxxxxxx but no later than September 30, 2014, the District will provide a copy of the Student's revised IEP, including a list of staff who attended the MDT meeting and a list of staff who received the Student's IEP. If the Student has xxx xxxxxxxxxxxxxx, the District will inform the OCR by September 30, 2014.

The District agrees to comply with the terms of this Agreement until OCR has released it from monitoring. The District understands that OCR will not close the monitoring until it determines that the District has fulfilled the terms of this Agreement and is in compliance with the provisions of Section 504, Title II and Title VI, which are applicable to this complaint.

The District agrees that by signing this Agreement, it agrees to provide data and other information to OCR in a timely manner. The District also understands that during the monitoring of this Agreement, 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 of this Agreement and the provisions of Section 504, Title II, and Title VI, which are applicable to this complaint.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9 and 100.10) or judicial proceeding to enforce this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Superintendent (or designee)

_____/4/15/14_____
Date