Sharon City School District Resolution Agreement OCR No. 03-19-1349

The Sharon City School District (the District) agrees to implement the following Resolution Agreement (Agreement) to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

The District assures OCR that it will take the following actions to ensure that it complies with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues presented in this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues under investigation, the District agrees to take the actions outlined below.

I. Review of Annual Student Instructional Time for Students

- A. By November 1, 2020, the District will review the individualized education program (IEP) of each student in grades kindergarten through 12 who received special education and related aids and services through placement in the District's Autism, Life Skills, or Emotional Support programs during the 2019-2020 school year to ensure that the daily instructional minutes received by the students were at least equal to the instructional minutes received by students without disabilities at each student's respective school ****** ***** ***** ***** ***** determine the school class start and end times for each disabled student during the 2019-2020 school year and compare those times to the school class start and end times for the general education program at the same school attended by each student.
- B. For each student identified as having received less instructional minutes than the instructional minutes for students without disabilities, by January 1, 2021, after providing proper written notice to the student's parent/guardian, the student's IEP team will meet to:
 - determine whether the student is entitled to compensatory and/or remedial aids and services as a result of the District's failure to provide appropriate regular and/or special education or related services during the 2019 – 2020 school year; and
 - (2) make an individualized determination regarding the amount of instructional time the student requires for his or her IEP that will be implemented during the 2020-2021

school year.

- C. For all students determined to require compensatory education and/or remedial aids and services, within seven days of that determination, the IEP team will develop a plan for providing timely compensatory and/or remedial aides and services with a completion date not to extend beyond December 31, 2021, unless agreed to by the student's parent/guardian.
- D. The District will provide the student's parent/guardian with notice of the procedural safeguards, including the right to challenge the IEP team's determination, through an impartial due process hearing.

Reporting Requirements

- E. Within 14 days of completing the review of the students' schedules as required by paragraph (I)(A) of this Agreement, the District will provide to OCR a detailed report that summarizes the results of the District's review, including: the name or other identifying information of each student whose schedule was reviewed; a list of the schedule or other records reviewed for each student; the determination reached for each student; and, the reasons or bases that support the determination reached for each student (the District will also include any reasons or bases that support an opposite determination for each student). The District will retain all records reviewed for each student and will provide them to OCR upon OCR's request, including, a copy of the applicable IEP for each student for whom a determination has been made that instructional time will include the period of time between classes, breakfast/lunch, and loading/unloading of the school bus.
- F. Within 14 days of reaching the decision regarding whether compensatory and/or remedial services are needed for any student as required by paragraph (I)(B) of this Agreement, the District will submit to OCR documents supporting the group's decision. The documentation submitted will include documentation showing: the participants in the meeting; an explanation for decisions made; the information considered; and, a description of and schedule for providing any compensatory and/or remedial services (if any) to each student. OCR will, prior to approving the District's decision and plan for providing the proposed services, review the documentation to ensure that the District met the requirements of the regulations implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, and, as applicable, Title II, at 28 C.F.R. § 35.160 in making these determinations.
- G. By January 30, 2022, the District will provide documentation to OCR, for each student identified as needing compensatory and/or remedial services as required by paragraph (I)(B(1) of this Agreement, of the dates, times, and locations that compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).
- H. By January 31, 2021, the District will provide documentation to OCR showing that an individualized determination was made as required by paragraph (I)(B)(2) for each student to determine the amount of instructional time he or she required.

II. Memorandum Reaffirming Nondiscriminatory Instruction

- A. Within 30 days of the date of this Agreement, the District will create a memorandum or similar document for distribution to all of its educators that states the obligation of the District under Section 504 and Title II, to provide instruction to its students with disabilities that is equal to that received by their peers without disabilities in such areas as the length of their school day. The memorandum will further explain that any exceptions to equal instructional time for students with disabilities, such as individual disability related needs that may require a student to have a shorter instructional day, shall be determined on an individual basis, based on a student's individual needs, and as determined by the IEP team. In addition, the memorandum will include the contact information for the District Section 504/Title II coordinator with an advisement that the coordinator may be contacted with any questions or comments.
- B. Within ten (10) days of developing the memorandum required by paragraph (II)(A) of this Agreement, the District will submit the memorandum to OCR for review and approval.
- C. Within fifteen (15) days of OCR's completion of its review and approval of the memorandum required by paragraph (II)(A) of this Agreement, the District will disseminate a copy of it to all faculty, staff, and administrators involved in the provision of special education or other instructional services to students with disabilities.

The District will also provide a copy of the memorandum to the parent/guardian of each student in grades kindergarten through 12 who received special education and related aids and services through placement in the District's Autism, Life Skills, or Emotional Support programs during the 2019-2020 school year. The District may complete this by either U.S. mail or e-mail.

In addition to disseminating a copy of the memorandum to faculty, staff, administrators, and parents, the District will post the memorandum to its website and at all District locations at which other District documents are posted in order to inform faculty, staff, students, parents, or the public of such information. The memorandum will remain posted at these locations for at least one year following the signing of this Agreement.

Reporting Requirement

D. Within ten (10) days of completing the requirements of paragraph (II) of this Agreement, the District will provide a written statement to OCR that verifies that it completed the requirements. The verification will state the total number of copies distributed, the date(s) of distribution, the method(s) of distribution, a copy of the explanation that was mailed to the parents, the number of mailings (detailed by U.S. mail and e-mail) sent to the parents, the date on which the mailings were sent to parents, the number posted, the dates of posting, and the locations of posting.

III. Training

A. By February 28, 2021, the District will provide training to all faculty, staff, and

administrators involved in the provision of special education or other instructional services to students with disabilities. The training will include discussion of the memorandum developed pursuant to paragraph (II)(A) of this Agreement and will include a sufficient period of time that allows for questions and answers.

Reporting Requirement

B. Within thirty (30) days of completing the training required by paragraph (IV)(A) of this Agreement, the District will provide to OCR written verification that the training has taken place. The verification will state the date(s) on which the training occurred and the number of faculty, staff, and administrators who attended on the date(s) as well as the name, and credentials of the trainer, as well as the materials used. The District will also provide a copy of the sign-in sheet for the training, including the names and titles of those attending and if any faculty, staff, or administrators did not attend, and all documents provided to the attendees.

IV. Monitoring

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that it has fulfilled the terms of this Agreement and it is in compliance with Section 504, Title II, and their respective implementing regulations.

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 this Agreement. Further, it 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 it has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II which were at issue in this matter.

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, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By:

Date: <u>9-16-2020</u>

Sharon City School District, Superintendent