

**Voluntary Resolution Agreement**  
**The James Rumsey Technical Institute – OCR Complaint No. 03192160**

The U.S. Department of Education (Department), Office for Civil Rights (OCR) enters into this Agreement to resolve the above-referenced complaint with the James Rumsey Technical Institute (the Institute). This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the Institute. The Institute agrees to take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II) and their respective implementing regulations, at 34 C.F.R Part 104 and 28 C.F.R. Part 35, which prohibit discrimination based on disability and retaliation.

Prior to the completion of OCR's investigation, the Institute agreed to resolve the complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the complaint, the Institute agreed to take the following actions.

1. The Institute recognizes its obligation under the regulation implementing Section 504 at 34 C.F.R. § 104.33 to provide a free appropriate public education (FAPE) to each qualified student with a disability in its jurisdiction. In addition, the Institute recognizes its obligations under Section 504 at 34 C.F.R. § 104.33 to fully implement Section 504 Plans for students with disabilities. Further, the Institute recognizes its evaluation and placement obligations under the regulation implementing Section 504 at 34 C.F.R. §§ 104.34-104.36.
2. The Institute acknowledges that, pursuant to 34 C.F.R. §106.61 and 28 C.F.R. § 35.134, it may not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the laws OCR enforces, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation or other matter in connection with a complaint. The Institute recognizes that retaliation (any adverse action, including, but not limited to, coercion, threats or intimidation) against an individual who has engaged in a protected activity or participated in the resolution process of complaints alleging discrimination in violation of statutes and regulations enforced by OCR, is prohibited under these regulations.
3. The Institute will disseminate a memorandum (this memorandum can be sent electronically) to all staff and administrators regarding the obligations set forth in Steps 1-2.

Reporting Requirement: By January 31, 2020, the Institute will provide OCR with a copy of the memorandum and documentation to all staff and administrators demonstrating that it has been distributed, including the method of distribution, and the identity of the recipients.

4. After providing proper written notice to the Student's parent/guardian, a group of knowledgeable persons will convene a meeting to determine whether the Student needs compensatory and/or remedial services as a result of the Institute's alleged failure to

[illegible]

In making these determinations, the team will adhere to the requirements of 34 C.F.R. § 104.35 (evaluation and placement) and § 104.36 (procedural safeguards). If the team determines that the Student suffered an educational loss, it will then determine whether the loss entitles the Student to compensatory and/or remedial education services. As appropriate, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond January 1, 2020.

**Reporting Requirement:** Within thirty (30) days of the decision as to whether compensatory and/or remedial services are needed, the Institute will submit to OCR documents supporting the group's decision for its review and approval. The documentation submitted shall 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 the Student.

If proposed compensatory and/or remedial services are approved by OCR, by January 31, 2020, the Institute will provide OCR with 1) a copy of the letter sent to the Complainant regarding the compensatory and/or remedial education services that are being offered to the Student; and 2) documentation to OCR of the dates, times and locations that compensatory and/or remedial services were provided, a description of what was provided including the amount of services, and the name(s) of the service provider(s). Alternatively, the Institute will notify OCR if the Complainant declined any of the services that were offered.

- [illegible]

XX – Paragraphs Redacted – XX

The Institute 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 resolution agreement. Further, the Institute understands that during the monitoring of the resolution

agreement, if necessary, OCR may visit the Institute, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Institute has fulfilled the terms and obligations of the resolution agreement. Upon the Institute's satisfaction of the commitments made under the Agreement, OCR will close the case.

The Institute understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the Institute written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Institute Designee

\_\_\_\_\_  
8/26/19  
Date