The U.S. Department of Education, Office for Civil Rights, (OCR) and Lee County School District (District), Florida, enter into this agreement to resolve the allegations in the above-referenced complaint. The District assures OCR, that it will take the following actions to comply 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.

Pursuant to Section 303(b) of OCR’s Case Processing Manual, to resolve the issues of this investigation, the District agrees to implement the following corrective actions.

Section I: Student-Focused Remedies

Counseling

1. **Within ten (10) days of the execution of this Agreement**, the District will contact the parents/guardians of the Student in writing (via certified mail, return receipt requested) and via e-mail to offer up to six (6) hours of counseling to be provided by the District to the Student, to remedy the effects of any hostile environment created during the 2013-2014 school year. The District will offer to provide a minimum of one counseling session per week for a total of six (6) weeks. The District will provide the Complainant with a list of qualified counselors employed by the District; the Complainant will select the counselor on behalf of the Student. If the Complainant consents to counseling for the Student, the Complainant will coordinate the counseling sessions directly with the selected counselor. The District’s counseling offer will expire forty-five (45) days after the date of the District’s letter to the Complainant.

2. **If the Student returns to any school in the District, within 5 days after the Student’s return**, the District shall meet with the Student and her parents/guardians to identify steps to be taken to eliminate any hostile environment created during the 2013-2014 school year, including counseling services or other supports, to be provided to the Student. Within 30 days after the Student’s return, the District will complete all identified steps to eliminate the hostile environment and provide counseling and/or other individual remedies identified through consultation with the Student’s parents/guardians.

Reporting Requirements:

**Within sixty (60) days of the execution of this Agreement**, the District will provide OCR a copy of the letter and e-mail to the Complainant identified in Item #1, above. The District will also provide OCR with a copy of any communication(s) from the
Complainant in response to the District’s letter offering counseling for the Student. If the Complainant consents to counseling for the Student, **within 180 days of the execution of this Agreement**, the District will provide OCR with a copy of documentation reflecting that the District provided all counseling sessions, as detailed in Item #1 above.

**Within ninety (90) days following the Student’s return to the District**, the District will provide OCR with evidence of the steps undertaken and provision of individual remedies provided by Item #2 above.

**Section 504 Plan – Evaluation**

3. **Within ten (10) days of the execution of this Agreement**, the District will send the Complainant written correspondence (via certified mail, return receipt requested) and an e-mail inviting the Complainant to re-enroll the Student. The notice will advise the Complainant that the District will convene a meeting of a group of knowledgeable persons, as defined by Section 504 to evaluate the Student, review her placement and determine whether the Student should receive compensatory services.

4. **Independent of whether the Student re-enrolls in the District, within sixty (60) days of the execution of this Agreement**, after providing proper written notice to the Student’s parent/guardian and obtaining consent, the District will convene a group of knowledgeable persons, including the parent/guardian, to evaluate the Student, using a process that comports with the Section 504 regulations at 34 C.F.R. Section 104.35, to determine whether the Student has a disability or needs special education or related services to meet her disability-related needs and if so, create a plan, if necessary, to provide the Student a free appropriate public education. The District will provide the Student’s parent/guardian notice of the procedural safeguards, pursuant to 34 C.F.R. Section 104.36, including the right to challenge the group’s determination through an impartial due process hearing. If the Complainant opts to re-enroll the Student to the District, the District will implement the plan, if applicable.

**Reporting Requirements:**

**Within fifteen (15) days of the execution of this Agreement**, the District will submit to OCR a copy of the letter and e-mail sent to the Complainant referenced in Item #3, above. The District will also provide OCR with any communication(s) from the Complainant in response to the District’s letter.

**Within seventh-five (75) days of the execution of this Agreement**, the District will submit to OCR documents demonstrating that it has evaluated the Student pursuant to Section 504. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information
considered, and copies of any documents related to the evaluation/eligibility determination (if any) for the Student.

**Section 504 Plan – Compensatory Services:**

5. **Within sixty (60) days of the execution of the Student’s re-enrollment,** after providing proper written notice to the Student’s parent/guardian and obtaining consent, a group of knowledgeable persons, including the parent/guardian, will determine whether the Student needs compensatory and/or remedial services as a result of the District’s failure to further evaluate the Student or to provide appropriate regular and/or special education or related services from September 2013 through December 2013. If so, within 1 week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond three months from the date the Student returns to the District. The District will provide the Student’s parent/guardian notice of the procedural safeguards including the right to challenge the group’s determination through an impartial due process hearing.

**Reporting Requirements:**

**Within 2 weeks of the decision as to whether compensatory and/or remedial services are needed,** the District will submit to OCR documents supporting the group’s decision. 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. 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 procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.

**Within one hundred and eighty (180) days of the execution of this Agreement,** the District will provide documentation to OCR 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).

**Section II: Disability-Based Harassment Policy**

6. **Within one hundred and twenty (120) days of the execution of this Agreement,** the District will, subject to OCR’s review and approval, revise any and all policies applicable to disability-based harassment, including the following, consistent with 34 C.F.R. § 104.4 and 28 C.F.R. § 35.130:
   a. identify the District 504 Coordinator;
   b. appeal or review procedures;
   c. the final decision-maker on a student's complaint or appeal is an impartial third-party;
d. designate reasonably prompt timeframes for major stages of the grievance process, as well as the process for extending timelines (i.e., filing, investigation, resolution, appeal); and

e. provide an assurance that the District will take steps to correct the discriminatory effects of harassment on the student and others, if appropriate.

Reporting Requirement:

Within one hundred and twenty (120) days of the execution of this Agreement, the District will submit to OCR for its review and approval, all the disability-based harassment policies revised in accordance with Item #6, above.

7. Within ninety (90) days after receiving written notification from OCR that the harassment policy or policies, as revised in accordance with Item #6 above, are consistent with the requirements of Section 504 at 34 C.F.R. § 104.4 and Title II at 28 C.F.R. § 35.130, the District will publish the revised procedures in its student, parent, and staff handbooks and other guidance related to Section 504 and Title II, the District’s website, and/or any other place where the District publishes its procedures.

Reporting Requirement:

Within ninety (90) days after receiving the notification of approval from OCR referenced in Item #6, above, the District will submit to OCR information documenting the District’s publication of item #6, above. Such documentation should include, but will not necessarily be limited to, a copy of the notification placed on the District’s website along with the web address for the notification; a copy of the student, parent, and staff handbook or guidance revisions or inserts; and a list of every location where the District publishes its procedures.

Section IV: Staff Training

8. By September 15, 2018, the District will train administrators, faculty and staff on Section 504 and Title II including the District’s responsibilities related to conducting timely evaluations when a student is suspected of having a disability, and how to recognize, report and appropriately address disability harassment under Section 504/Title II. Annually thereafter the District will conduct similar in-service training for the School staff.

Reporting Requirement:

Within sixty days (60) of the training, the District will provide documentation to OCR demonstrating that the District has conducted training pursuant to Item #8, above. The documentation shall include: (1) the date of the training session; (2) report of the personnel who attended the training session; (3) a description of the presenter’s
background and qualifications; (4) a copy of the agenda and the training materials disseminated; and (5) certification that the materials were provided to any staff unable to attend the training due to an emergency or other excused absence.

9. **Within one-hundred and twenty days (120) days of the execution of this Agreement,** the District will train the Section 504/Title II Coordinator and any staff involved in receiving or investigating complaints of disability harassment on the District’s Section 504/Title II obligation to address allegations of disability harassment and how to conduct Section 504/Title II investigations. Annually thereafter the District will conduct similar in-service training for the above mentioned staff.

**Reporting Requirement:**

**Within thirty (30) days of the training,** the District will provide documentation to OCR demonstrating that the District has conducted training pursuant to this Item. The documentation shall include: (1) the date of the training session; (2) report of the personnel who attended the training session; (3) a description of the presenter’s background and qualifications; (4) a copy of the agenda and the training materials disseminated; and (5) certification that the materials were provided to any staff unable to attend the training due to an emergency or other excused absence.

10. **By September 15, 2018 or within one-hundred and twenty days (120) days after receiving the notification from OCR referenced in item #6, above (whichever is later),** the District will provide training to administrators, faculty and staff on the revised disability-based harassment policy. The training will be provided by the District annually to all District Staff.

**Reporting Requirement:**

**Within sixty (60) of the training,** the District will provide documentation to OCR demonstrating that the District has conducted training pursuant to this Item. The documentation shall include: (1) the date of the training session; (2) report of the personnel who attended the training session; (3) a description of the presenter’s background and qualifications; (4) a copy of the agenda and the training materials disseminated; and (5) certification that the materials were provided to any staff unable to attend the training due to an emergency or other excused absence.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the District 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 is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.4, 104.6, 104.7, 104.33, and 104.35, and Title II, at 28 C.F.R. §§ 35.106,
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35.107, 35.130, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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.

This Resolution Agreement will become effective immediately upon the signature of the Superintendent or his/her Designee below.

__________________________________  ____________________
Superintendent (or Designee)  Date
Lee County School District