

RESOLUTION AGREEMENT
Hernando County Schools (Florida)
Complaint No. 04-15-1549

The U.S. Department of Education, Office for Civil Rights (OCR) and Hernando County Schools (District) enter into this Resolution Agreement (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), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance; and, Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities.

Pursuant to Section 303(b) of OCR's Case Processing Manual, to ensure compliance with Section 504 and Title II and their implementing regulations and to resolve the issues of this investigation, the District agrees to implement the following corrective actions.

Section I: Timely Evaluation

1. The District will convene a committee comprised of the Student's Parent (and/or representative) and District staff knowledgeable about the Student to determine if the Student requires compensatory services as a result of the District's failure to timely evaluate the Student during the 2014-2015 school year. The District will provide the Parent procedural safeguards following the committee's determination in compliance with 34 C.F.R. § 104.36.

REPORTING REQUIREMENT:

By **January 10, 2020**, the District will provide OCR with minutes and a record of attendees from the meeting convened to determine if the Student requires compensatory services as a result of the District's failure to timely evaluate the Student during the 2014-2015 school year. The minutes, or other documentation, will show that procedural safeguard rights were provided to the Student's Parent(s), and if applicable, the reason(s) the committee determined that compensatory services were not needed.

2. If it is determined that the Student needs compensatory services, the District will amend, as appropriate, the Student's educational plan to include the type and amount of any agreed upon compensatory services, including the provider and timetable for provision of services, at no cost to the Parent, and the date when the provision of compensatory education services to the Student will be completed.

REPORTING REQUIREMENT:

By **January 10, 2020**, if applicable, the District will provide OCR with documentation showing implementation of Item 2, including a copy of the Student's revised educational plan, including any compensatory education services agreed to be provided, and the timeframes for delivery of such services.

3. If the Student needs compensatory services, the District will provide OCR documentation demonstrating that all necessary compensatory education services have been provided to the Student in accordance with the item above.

REPORTING REQUIREMENT:

By **April 30, 2020**, if the Student needed compensatory services, the District will provide OCR documentation demonstrating that all necessary compensatory education services have been provided to the Student in accordance with Item 2 above.

Section II: Training

- 4. The District will provide training to staff regarding students’ need for an evaluation for a disability and/or disability services under the Section 504 regulations. The training will include the requirements of Section 504, at 34 C.F.R. § 104.35(a), and Title II at 28 C.F.R. § 35.130 to personnel at Winding Waters K-8 School involved in the Multi-Tiered System of Supports and Response to Intervention processes, as well as the disciplinary process, on the referral of students who may have a disability and/or qualify for services under Section 504/Exceptional Student Education.

REPORTING REQUIREMENT:

Within thirty(30) days of the completion of the training referenced in Section II, above, the District will provide OCR with documentation that confirms the following: (1) names and titles of personnel in attendance, including contract staff, at the training (including dated sign-in sheets with the attendees’ names, titles and work locations), and (2) the total number of required personnel not in attendance and the measures taken by the District to ensure that each staff member is provided the training materials and an opportunity to ask questions to clarify the training materials.

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, the District 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 the District has fulfilled the terms of this Agreement and is in compliance with Section 504 and Title II. 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 Agreement will become effective immediately upon the signature of the District’s representative below.

/s/

December 13, 2019

Superintendent or Designee
Hernando County Schools, Florida

Date

Printed Name