

RESOLUTION AGREEMENT
Hamilton County School District, TN
OCR Docket #04-16-1187

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Hamilton County School District (District) enter into this resolution agreement (Agreement) to resolve the allegation in the above-referenced. 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. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title 11), 42 U.S.C. § 12132, 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.

Student-Focused Remedies

1. By **November 24, 2017**, the District will expunge the records for the Student who is the subject of Complaint #04-16-1187. The District will expunge the October 2015 suspension and all related records from the Student's academic and/or disciplinary record and transcript.

REPORTING REQUIREMENTS: By **November 24, 2017**, the District shall provide OCR with evidence that the District expunged the Student's October 2015 suspension and all related records from his academic and/or disciplinary record and transcript.

2. By **November 24, 2017**, the District will provide the Student's parent(s)/legal guardian with access to the Student's educational records.

REPORTING REQUIREMENTS: By **November 24, 2017**, the District shall provide OCR with evidence that the District provided the Student's parent(s)/legal guardian with access to the Student's educational records.

3. By **November 25, 2017**, the District will issue the Student's parent(s)/legal guardian a letter assuring them that, if the Student were ever to reenroll, the District will after providing proper written notification to the Student's parents, convene a group of knowledgeable persons, including the parents (if they elect to attend), to determine whether the Student is entitled to compensatory and/or-remedial services for any failure to implement the Student's BIP during the 2015-2016 school year and for the October 2015 suspension period that occurred during the 2015-2016 school year. The letter will also notify the Student's parent(s)/legal guardian that if so, (a) within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services and set a reasonable completion date for the services; (b) the District will provide the Student's parent(s) with notice of the procedural safeguards, including the right to challenge the group's determination through an impartial due process hearing; and (c) the District will provide the Student's parent(s) with an opportunity to provide input into these determinations and written notice of the determinations made.

REPORTING REQUIREMENTS: By November 25, 2017, the District shall provide OCR with evidence that it issued the letter in accordance with Item #3 above including documentation showing that the letter is a part of the Student's permanent education file.

Staff Training:

4. By **December 15, 2017**, the District shall provide training of administrators, teachers, counselors, and any other staff at the School involved in the provision of a free appropriate public education (FAPE) to students with disabilities regarding the District's policy and obligations under Section 504 and Title II, and the prohibition against harassment. The training shall be conducted by a qualified person with expertise in Section 504 and Title II and shall include the Section 504 requirements to implement Section 504 Plans, to conduct re-evaluations prior to a significant change in placement, to provide procedural safeguards and proper notice, and the prohibition against harassment.

REPORTING REQUIREMENT: By **January 1, 2018**, the District shall provide evidence that it provided training as described above in Action Item #4. Documentation shall include the following: a) the date, time and location of the training(s); b) an outline of the training and/or copy of the materials disseminated at the training; c) the name(s), title(s), and credentials of the individual(s) who conducted the training; d) the name and title of each individual who attended the training (including dated sign-in sheets with the attendees' names, titles, and work locations); and, e) the total number of staff members not in attendance and the measures taken by the District to ensure that each is provided the training materials and an opportunity to ask questions to clarify the 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 the Section 504 implementing regulation at 34 C.F.R. §§104.33 and 104.36 and the Title II implementing regulation at 28 C.F.R. § 35.130. 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 signature of the District or designee below.

06/28/17

Date

A handwritten signature in black ink, consisting of stylized initials and a surname, positioned above a horizontal line.

Superintendent or Designee