

## **RESOLUTION AGREEMENT**

Florence City School Board of Education, Alabama  
OCR Complaint No. 04-16-1293

The Office for Civil Rights (OCR) of the U.S. Department of Education and the Florence City School Board of Education of Alabama (DISTRICT) enter into this agreement. This agreement was entered into voluntarily and does not constitute an admission of liability, non-compliance, or wrongdoing.

### **PART I. Individual Resolution Items**

1. **Within five (5) working days of the date of execution of this Agreement**, the DISTRICT agrees to provide a XXXXXXXXXXXX XXXXXX certified in XXXXXXXX XXXXXXXXXXXXXXXX to XXXXXXXXXXXX the work product produced by the STUDENT, along with the materials provided to her, in her math and science classes during the 2017-2018 and 2018-2019 school years on those occasions when she uses the XXXXXXXX writer. The DISTRICT further agrees that the STUDENT retains the right while in the classroom to read aloud any written XXXXXXXX work product, such as personal notes, in-class written activities, and practice problems, to her classroom teachers. In the latter case, classroom teachers should keep log of the times when the STUDENT exercises the right to read aloud in lieu of using the transcription.
2. **Within ten (10) working days of the date of execution of this Agreement**, the DISTRICT agrees to provide additional training to the STUDENT in the use of the XXXX (XXX Access with XXXXXXX) XXXXXXX XXXXXXX during the remainder of the 2017-2018 school year as well as during the 2018-2019 school year. The DISTRICT further agrees to provide the STUDENT with the current version of the XXXX XXXXXXX XXXXXXX through the date of the STUDENT's high school graduation date of May 2019.
3. **Effective immediately upon execution of this Agreement**, the DISTRICT agrees that the STUDENT's tests and quizzes in her math and science courses during the 2017-2018 and 2018-2019 school years will be produced by a certified XXXXXXXX XXXXXXXXXXXXXXXX, as well as offer extra credit opportunities in her math class that have been made available to non-disabled peers in a manner that is accessible to the Student
4. The DISTRICT agrees to not utilize the Global Scholars assessment with the STUDENT for purposes of her participation in the Alabama Student Assessment Program. The DISTRICT agrees to utilize assessments available in XXXXXXXX for purposes of the STUDENT's participation in the Alabama Student Assessment Program for the remainder of the STUDENT's enrollment until her graduation date in May 2019.<sup>1</sup>

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<sup>1</sup> For the 2018-2019 school year, the only assessment for the Student as a 12th grader, and for all 12th grade students in the District, pursuant the Alabama Student Assessment Program is currently designated to be *ACT WorkKeys*, which is provided in XXXXXXXX. For the 2017-2018 school year, the assessment for the Student in 11th grade was *ACT with English, Math, Reading, Science, Math, and Writing*, which is the same for all 11th grade students. This assessment is also available in XXXXXXXX.

5. The DISTRICT agrees that the STUDENT's nine-week bench mark tests will be provided in an accessible manner for the remainder of the STUDENT's enrollment until her graduation date of May 2019; the bench mark tests will be provided in XXXXXXXX.
6. **Within five (5) working days of the date of execution of this Agreement**, the DISTRICT agrees that written materials provided to the STUDENT by the Guidance Department of Florence High School will be accessible to the STUDENT through her use of the XXXX XXXXXXXX XXXXXXXX.
7. **Effective immediately upon execution of this Agreement**, the DISTRICT agrees for the Coordinator of Special Education (COORDINATOR) to serve as the DISTRICT'S designated representative to whom the COMPLAINANTS may report concerns as to the appropriate implementation of the STUDENT's Individualized Education Program (IEP). Any such report should be made by COMPLAINANTS directly to the COORDINATOR in writing or by electronic mail. The COORDINATOR will provide a substantive written response to the COMPLAINANTS within five (5) school days after receiving the written report from the COMPLAINANTS. However, the Parties agree that an IEP team meeting may be necessary to address certain complaints that may be presented.
8. The DISTRICT agrees, upon request from the COMPLAINANTS, to conduct an IEP team meeting to discuss any concerns of the COMPLAINANTS as to a need for the STUDENT to receive additional specialized school day instruction in the area or math or science during the 2017-2018 school year. Additionally, upon request from the COMPLAINANTS, the DISTRICT agrees to provide the STUDENT with supplemental opportunities for school day general education instruction in the areas of math and/or science for the 2017-2018 school year and 2018-2019 school year.
9. The DISTRICT agrees to provide training to the STUDENT's teachers in the area of educating students with XXXXXXXX XXXXXXXXXXXXXXXX to include the following:
  - a. The XXX (Teacher of Students with XXXXXXXX XXXXXXXXXXXXXXXX) will attend a minimum of three (3) training courses or seminars prior to the conclusion of the 2018-2019 school year related to the topic of educating students with XXXXXXXX XXXXXXXXXXXXXXXX.
  - b. An orientation for the STUDENT's 2018-2019 teachers will be provided to provide information to her teachers regarding the issue of educating students with XXXXXXXX XXXXXXXXXXXXXXXX. This orientation will include the presentation of the following training videos of the National XXXXXXXXXXXXXXXX of the XXXXXX.
    - i. Foster High Expectations and Academic Appropriateness
    - ii. Promote XXXXXX-XXXXXXX Learning
    - iii. Encourage Hands-on Learning
    - iv. XXXXXXXXXXXXXXXX Materials in the Classroom
    - v. Safety in the Classroom
    - vi. Partnerships in the Classroom

vii. Instruction through XXXXXX Descriptions

**REPORTING REQUIREMENTS:** The DISTRICT agrees to submit the following reports to OCR along with relevant documentation to demonstrate its compliance with the specified items below:

- (a) **Within ten (10) calendar days of the date of execution of this Agreement**, the DISTRICT shall provide OCR with a documentation demonstrating its implementation of Item 1 (XXXXXX XXXXXXXXXXXX), Item 2 (XXXX Training to Student), Item 3 (Tests and Quizzes XXXXXXXXXXX XXXXXXX XXXXXXXXXXXXXXX), Item 4 (Global Scholars), Item 5 (Nine-Week Testing), Item 6 (Guidance Documentation), and Item 7 (Coordinator Designation). Such documentation should present sufficient evidence of implementation, including an explanation of how the Item is/was implemented, when the Item was implemented, who was involved, and how the Student and parents were notified of the Item, as applicable.
- (b) With regard to Item 8 (IEP meeting) above, at any time during the remainder of the 2017-2018 school year and through the end of the 2018-2019 academic school year, the DISTRICT agrees to report to OCR any such IEP meetings and/or supplemental educational opportunities, as requested by the Complainants, **within ten (10) calendar days of such meeting, including all documentation and records of the meeting.**
- (c) **Within ten (10) calendar days of the END of the 2018-2019 academic school year**, the DISTRICT shall submit proof of the XXX's training, described in Item 9(a) above, including any sign-in sheets or list of attendees from the District, materials or handouts provided at the training, and the presenter's qualifications for the training of courses or seminars related to the topic of educating students with XXXXXX XXXXXXXXXXXXXXX.
- (d) **Within ten (10) calendar days of the START of the 2018-2019 academic school year**, the DISTRICT shall submit documentation of the STUDENT's 2018-2019 Orientation to her teachers which will provide information to the STUDENT's teachers regarding the issue of educating students with XXXXXX XXXXXXXXXXXXXXX and will include training videos by the XXXXXXXXXXX XXXXXXXXXXXXXXX of the XXXXX as set forth in Item 9(b) above.

## **PART II. Website Accessibility Items**

1. **Current Online Content and Functionality.** By **October 15, 2018**, the DISTRICT agrees that it will take all actions necessary to ensure that individuals with disabilities have an equal opportunity to participate in the DISTRICT's programs and activities offered through the DISTRICT's website or equally effective alternate access. To meet this commitment, the DISTRICT will: (i) develop a strategy for identifying inaccessible content and functionality for individuals with disabilities; (ii) develop a notice to persons with disabilities regarding how to request that the DISTRICT provide access to online information or functionality; (iii) prominently post this notice on its home page and throughout its website; and (iv) develop a process to ensure that, upon request, inaccessible content and functionality will be made accessible<sup>2</sup> in an expedient manner.
2. **New Online Content and Functionality.** By **July 16, 2018**, the DISTRICT will establish a plan to ensure that all new online content and functionality developed, procured, or used after the date of this agreement will be fully accessible to individuals with disabilities. The plan should include any staff training that may be necessary to ensure full implementation with the plan.
3. **Undue Burden and Fundamental Alteration.** This agreement does not require the DISTRICT to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where the DISTRICT can demonstrate compliance would result in such an alteration or burden, the DISTRICT will ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the recipient.
4. **Technical Assistance.** OCR will make itself available to provide technical assistance to the DISTRICT during the DISTRICT's implementation of this agreement.

**REPORTING REQUIREMENT:** By **October 15, 2018**, the DISTRICT will submit a report to OCR demonstrating that it has fully satisfied the terms of this agreement. The report will describe benchmarks the DISTRICT has reached and on-going efforts to maintain web accessibility and usability of the DISTRICT's website.

The DISTRICT understands that by signing the agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirement of this agreement. Further, the DISTRICT understands that during OCR's 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

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<sup>2</sup> "Accessible," for purposes of this agreement, means a person with a disability is afforded the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, within the same timeframes, and with substantially equivalent ease of use.

fulfilled the terms of this agreement. Upon the DISTRICT's satisfaction of the commitments made under this agreement, OCR will close the 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 the agreement, OCR will 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.

\_\_\_\_\_  
Signature  
Florence City Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title