

Resolution Agreement
Lowndes County School District
Complaint #04-16-1456

The U.S. Department of Education, Office for Civil Rights (OCR), initiated an investigation of the above-referenced complaint filed against the Lowndes County School District (District), pursuant to 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. As a recipient of Federal financial assistance from the Department and as a public entity, the District is subject to the provisions of Section 504 and Title II. Accordingly, to ensure compliance with the above-referenced regulations and to resolve the issues of this investigation, the District voluntarily agrees to take the following actions:

Student-Focused Remedy

1. The District will determine the amount of time the Student did not attend his scheduled speech-language therapy sessions throughout the 2015-16 school year for which the District failed to provide makeup services. **Within ten (10) days from the date the District enters into this Agreement**, the District will send the Complainant, via certified letter, written correspondence offering to provide the Student with compensatory speech-language services equaling the amount the Student missed. This correspondence will notify the Complainant that this offer will extend until January 20, 2017. If the Complainant accepts the offer, within two (2) weeks of the Complainant accepting the offer, the District will coordinate with the Complainant and develop a written plan for providing the compensatory speech-language services.

Reporting Requirements

By February 15, 2017, the District will submit documentation to OCR showing its implementation of Item 1, including copies of any documentation used to determine the amount of speech-language therapy the Student missed during the 2015-16 school year and a copy of the letter sent to the Complainant. The District will also inform OCR if the Complainant accepted the District's offer to provide compensatory services. If so, the documentation shall include a description of and schedule for providing any compensatory speech-language services to the Student.

If the Complainant accepts the District's offer to provide compensatory services, **within thirty (30) days** of the conclusion of the District's provision of compensatory services to the Student, the District will provide documentation to OCR of the dates, times, and locations that compensatory services were provided, a description of what was provided, and the name(s) of the service provider(s).

Training

2. After coordinating a mutually-agreeable time and date with the District, OCR will provide training to District Principals, Vice Principals, Section 504/Title II Coordinators, Special Education Coordinators, as well as all special education service providers, including speech-language therapists, regarding the District's responsibilities for providing services under Section 504 and Title II. Particular attention will be given to the District's responsibility to take steps to appropriately document, monitor, and respond to (e.g., schedule make-up services) any interruptions to the provision of a student's related aids and services caused by the unavailability of a service provider or other circumstances within the District's control to ensure the continued provision of FAPE. Additionally, unless special education plans specify that services can be combined (e.g., providing back-to-back speech language sessions when the plan originally specifies a 30 minute session, twice per week), plans must be adhered to as originally created. The training shall be provided by members of OCR staff.

Reporting Requirement

By February 15, 2017, the District will coordinate with OCR of the proposed dates, times, and locations for the training pursuant to Item 2 above.

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 the Title II implementing regulation at 28 C.F.R. § 35.130.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that 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 the Title II implementing regulation at 28 C.F.R. § 35.130, which were at issue in 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 a minimum of sixty (60) calendar days to cure the alleged breach.

District Representative

Date

Printed Name and Title