

**Resolution Agreement
Phenix City School District
OCR Complaint #04-16-1527**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Phenix City School District (the District) enter into this resolution agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District enters into this Agreement to ensure compliance with 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.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, the District agrees to take the following actions.

STUDENT-FOCUSED REMEDIES

1. If the Student re-enrolls in a District school within one hundred eighty (180) days of the signing of this Agreement, the District will conduct a prompt, thorough, and impartial investigation of, and make written findings pursuant to, all allegations of disability discrimination alleged by the Complainant in her XXXX XX, XXXX, complaint with the District. The District will ensure that staff members with training on appropriate investigatory approaches and applicable legal standards complete the investigation. As part of its investigation, the District will (a) provide the Student the opportunity to be interviewed and present witnesses and other evidence and (b) identify additional witnesses and other information as appropriate in order to sufficiently investigate the allegations. If the District determines that the allegations are substantiated, in whole or in part, the District will take actions necessary to appropriately address the discrimination or harassment, prevent its recurrence, and eliminate and remedy the effects of any hostile environment that may have been created.

REPORTING REQUIREMENTS:

- A. If the Student re-enrolls in a District school within one hundred eighty (180) days of the signing of this Agreement, within sixty (60) days of the Student's re-enrollment, the District will provide OCR documentation of its investigation, including interview notes, investigative reports, written findings, and, if the District's investigation substantiates allegations of discrimination or harassment, the proposed steps to address the discrimination and/or harassment, prevent the recurrence of any harassment, and correct any hostile environment created at XXXXXX XXXX XXXXXXXXXXXXXXXX School (School), such as counseling or discipline for the accused harasser(s), counseling or compensatory educational services for the Student, and/or anti-harassment training for School students.

- B. If the Student does not re-enroll in a District school within one hundred eighty (180) days of the signing of this Agreement, within fifteen (15) days after the 180-day timeframe, the District will provide written notice to OCR that the Student did not re-enroll in a District school.
2. If the Student re-enrolls in a District school within one hundred eighty (180) days of the signing of this Agreement, the District will, after providing proper written notice to the Complainant, conduct a Section 504 evaluation for the Student. During the evaluation, a group of knowledgeable persons (the team) – including persons knowledgeable about the Student, the meaning of the evaluation data, and the placement options – will evaluate the Student’s eligibility for Section 504-related aids and services, and will also determine whether the Student qualifies for compensatory educational services as a result of the District’s alleged failure to conduct an evaluation during the 2015-2016 school year. If the team determines compensatory services are necessary, the team will develop a plan for providing timely services. Upon the team’s decision regarding whether the Student qualifies for Section 504-related aids and services and/or compensatory educational services, the District will provide the Complainant with notice of her procedural safeguards, including the right to challenge the group’s determination through an impartial due process hearing.

REPORTING REQUIREMENTS:

- A. If the Student re-enrolls in a District school within one hundred eighty (180) days of the signing of this Agreement, the District will, within sixty (60) days of the Student’s re-enrollment, submit to OCR documentation showing its implementation of Item 2, including a copy of any meeting minutes, a copy of any plan developed for the Student, documentation showing the participants in the meeting, an explanation for decisions made, the information considered, documentation of any input provided by the Complainant, documentation showing that procedural safeguards were provided to the Complainant, copies of evaluation materials considered by the team, and any other documentation relevant to the determinations reached in accordance with Item 2. If the team determines that the Student requires compensatory educational services, the documentation shall include a description of and schedule for providing any compensatory and/or remedial services to the Student.
- B. If the team determines that the Student requires compensatory services, within thirty (30) days of the conclusion of the District’s provision of compensatory and/or remedial 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).
- C. If the Student does not re-enroll in a District school within one hundred eighty (180) days of the signing of this Agreement, within fifteen (15) days after the 180-day timeframe, the District will provide written notice to OCR that the Student did not re-enroll in a District school.

TRAINING

3. The District will provide training to faculty, staff, and administrators at the School regarding the District's responsibilities under Section 504 and Title II. The training content should include but not be limited to:
 - a. the District's obligation to identify and timely evaluate all students within its jurisdiction who, because of a disability, need or are believed to need regular or special education or related aids and services;
 - b. the District's policies and procedures for carrying out its responsibilities to evaluate or re-evaluate a student pursuant to Section 504, at 34 C.F.R. § 104.35;
 - c. the District's policies and procedures for carrying out its obligation to provide procedural safeguards pursuant to Section 504, at 34 C.F.R. § 104.36;
 - d. Section 504 and Title II's prohibition against discrimination and harassment on the basis of disability;
 - e. the definition of disability-based harassment, examples of the types of conduct that may constitute harassment, and the appropriate standards to determine whether a disability-based hostile environment exists;
 - f. a review of the District's responsibility under Section 504 and Title II to address allegations of disability-based harassment, including how to report possible harassment, and how to respond to allegations of harassment; and
 - g. a reminder of the District's commitment to having a school environment free from all harassment.

REPORTING REQUIREMENT:

Within one hundred twenty (120) days of signing this Agreement, the District will submit to OCR documentation demonstrating the completion of the training for the appropriate School faculty, staff, and administrators. Such documentation should include the date(s) of the training session; a copy of the agenda of the training; the name, position, and credentials of the trainer(s); an attendance sheet signed by the participants that indicates their names and titles; a copy of the presentation; and the names and titles of staff members not in attendance and the measures taken by the District to ensure that each was 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 the foregoing 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 regulations implementing Section 504 at 34 C.F.R. §§ 104.35 and 104.4, and the regulations implementing Title II at 28 C.F.R. § 35.130, which were at issue in this complaint.

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. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

This Agreement will become effective immediately upon the signature of the District's representative below.

Superintendent or Designee

Date

Printed Name and Title