

**Duval County School District
Resolution Agreement
OCR No. 04-17-1188**

The U.S. Department of Education, Office for Civil Rights (OCR) and Duval County School District enter into this agreement (Agreement) to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures the U. S. Department of Education, Office for Civil Rights, (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. 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, to resolve the issues of this investigation, the District agrees to take the following actions.

Staff Training

1. **By November 30, 2017**, the District will conduct training for all administrators, faculty, and staff at Hyde Grove Elementary School (School), and conduct similar in-service training on an annual basis regarding the following topics:
 - a. How to recognize, report, and appropriately address disability harassment and potential effects of disability harassment (i.e. denial of a free appropriate public education – FAPE) under Section 504 and Title II;
 - b. Each staff member's role/responsibility in reporting incidents of harassment.
 - c. The requirement in Section 504, at 34 C.F.R. § 104.37, that a recipient educational institution must afford students with disabilities an equal opportunity to participate in its non-academic and extracurricular services and activities (including, but not limited to, field trips); and
 - d. The requirement in Section 504, at 34 C.F.R. § 104.33, that a recipient educational institution must provide a FAPE to each qualified student with a disability within its jurisdiction, regardless of the nature or severity of the student's disability. The provision of FAPE includes, for example, providing such services, modifications, or personnel/aides as are necessary for a student with a disability to attend a field trip.

REPORTING REQUIREMENT: Within 30 days of completing the initial training above, the District will provide documentation to OCR demonstrating that the District has conducted the required training pursuant to **Item 1** above. The documentation shall

include: (1) the date of the training session(s); (2) a list of names and titles of School employees who participated in the training session; (3) a description of the presenter's background and qualifications with respect to Section 504 and the District's policies and procedures; (4) a copy of the agenda and the training materials disseminated; and (5) certification that the materials were provided to any staff unable to attend the training due to an emergency or other excused absence.

2. **By November 30, 2017**, the District will train the school-based Section 504/Title II Coordinator and any staff involved in receiving or investigating complaints of disability harassment at Hyde Grove Elementary School (School) regarding the following:
 - a. Responsibilities of the Section 504/Title II Coordinator and staff.
 - b. The Coordinator's responsibility to ensure that School staff complies with the requirements of the regulation and ensure that each student with a disability receives a free appropriate public education.
 - c. The effects of disability harassment (i.e., a denial of a free appropriate public education).
 - d. The Coordinator's role/responsibility in the reporting of incidents of disability harassment and investigation of the same.
 - e. Annually, thereafter, the District will conduct similar in-service training for the above mentioned staff.

REPORTING REQUIREMENT: Within thirty (30) days of completing the training above, the District will provide documentation to OCR demonstrating that the District has initiated annual training pursuant to **Item 2** above. The documentation shall include: (1) the date of the training session(s); (2) a description of the presenter's background and qualifications with respect to Section 504 and the District's policies and procedures; and (3) a copy of the agenda and the training materials disseminated.

Student Remedy

3. **Ninety days after the execution of this Resolution Agreement**, the District will review the investigation conducted in this matter in January – March of 2017, with the focus on whether the Student was subjected to disability based harassing conduct by students in September 2016 and October 2016, and by his teachers and classmates on December 16, 2016. The review does not include conducting new interviews with students at Hyde Grove Elementary School. While the review will be broadly defined to include all aspects of the Student's experience in the class, it will place particular emphasis on:
 - a. whether improper or discriminatory comments were made to the Student by the teacher
 - b. whether the Student was hit by other students in September 2016 and October 2016

- c. if it is determined that any discriminatory treatment occurred, including but not limited to the above, whether the discriminatory treatment adversely affected the Student's receipt of a FAPE

If, during the course of the review, the District determines that further investigation is warranted to determine whether the acts in sub-paragraphs "a" and "b" occurred, the District will conduct such further investigation. The District will properly document its review, including: for any witness that is interviewed, either the maintenance of interview notes or the preparation of a written summary of the interview after it has occurred; maintaining a copy of any document reviewed or considered as part of the investigation; and preparation of a report that details the facts determined based on the evidence obtained (i.e., witness interviews, documents reviewed, etc.); the conclusion(s) made and the reasons for the conclusion(s); and, the outcome of the review including any corrective or remedial action, if warranted.

REPORTING REQUIREMENT: Within fifteen (15) days of completing the review required in **Item 3** of this Agreement, the District will provide to OCR a copy of its report. The District also agrees to provide to OCR a copy of any witness interview notes or summaries and documents considered as part of the report upon OCR's request.

4. **Within fifteen (15) days** of completing its report, the District will send a copy of the report to the Student's parent. Delivery may be made through the United States Postal Service (USPS), e-mail, or both at the District's option.

REPORTING REQUIREMENT: Within thirty (30) days of sending its report to the Student's Parent, the District will provide OCR with proof that the report or outcome of its investigation was sent to the parent.

5. In the event that the District's review of the investigation and any follow-up results in a determination that the Student was subjected to discriminatory treatment that adversely affected him, and after providing proper written notice to the Student's parent, the District will convene a meeting within 30 days. The meeting shall consist of persons knowledgeable of the Student, including the parent, to determine whether the Student was denied a FAPE, and make a determination whether the Student is in need of any compensatory education and/or remedial services. The District will provide the Student's parent notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

REPORTING REQUIREMENTS:

- (a) **No later than 30 days following the meeting**, the District will provide supporting documentation showing the group's decision as to whether compensatory and/or remedial services are needed. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for the decisions made, the information considered, and a description of and schedule for

providing any compensatory and/or remedial services (if any) to the Student. OCR will, prior to approving the District's decision and plan for providing the proposed services, review the documentation to ensure that the District met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.

(b) By April 9, 2018, the District will provide OCR documentation of the dates, times and locations that compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).

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 Section 504 and its implementing regulation at 34 C.F.R. §104.21, and Title II implementing regulation at 28 C.F.R. §35.149. 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.

Superintendent or Designee

Date

Printed Name and Title