

RESOLUTION AGREEMENT
Lawrence County School District (Tennessee)
Complaint No. 04-18-1823

The U.S. Department of Education, Office for Civil Rights (OCR) and Lawrence County School District (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 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), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibits 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 prohibits discrimination on the basis of disability by public entities.

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 (CPM). Accordingly, to resolve the issues of this investigation, the District voluntarily agrees to take the following actions:

Section I: Student Remedy

- A. **By January 15, 2019**, the District shall notify the Complainant via a certified letter that, should the Student return to the District, a group of knowledgeable persons, including the parents (if they elect to attend), will meet and determine whether the Student needs compensatory and/or other remedial services as a result of any services or instructional time the Student may have missed due to any possible failures to adequately implement services in his IEP or due to being sent home during the 2017-2018 school year.
- B. Should the Complainant choose to return to the District and should the District determine the Student needs compensatory services, within 1 week of its determination, the District will develop a plan for providing timely compensatory and/or remedial services to the Student. The District will provide the Student's parents notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

Reporting Requirements:

- a. **By February 1, 2019**, the District will submit a copy of the certified letter sent to the Complainant at the last address on record providing notice that, should the Student return to the District, the District will convene a group of knowledgeable persons, including the parents (if they elect to attend), to meet and determine whether the Student needs compensatory and/or other remedial services as a result of any services or instructional time the Student may have missed due to any possible failures to adequately implement services in his IEP or due to being sent home during the 2017-2018 school year..
- b. Should the Student return to the District, **within 90 days** of the Student's enrollment, the District shall provide OCR 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.

- c. **Within 30 days** of the completion of the services referenced above, 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).

Section II: Training

- A. **By April 1, 2019**, the District will conduct Section 504/Title II training for all teachers and staff at the School involved in providing Section 504/Exceptional Student Education services, as well as the Assistant Principal and Principal. The training shall be conducted by a qualified person with expertise in Section 504 and Title II. The District's training will address the requirements of Section 504 and Title II, including the requirements of Section 504 at 34 C.F.R. §§ 104.4(a) and § 104.33-104.36 and Title II at 28 C.F.R. §§ 35.107 and 35.130 concerning non-discrimination against individuals with disabilities including with regard to methods of administration (such as dispensing disciplinary sanctions), in implementing standards and procedures for the appropriate placement, periodic reevaluation (such as ensuring that information obtained from evaluation procedures are appropriately documented and carefully considered), reevaluation prior to a significant change in placement (including, but not limited to, manifestation determinations), and procedural safeguards.

Reporting Requirements:

- (a) **Within thirty(30) days of the completion of the training referenced in Section II, above**, the District will provide OCR with documentation that confirms the following: (1) name and title of personnel in attendance at the training (including dated sign-in sheets with the attendees' names, titles and work locations), and (2) the total number of personnel not in attendance and the measures taken by the District to ensure that each staff member is provided the training materials and an opportunity to ask questions to clarify the training materials. The documentation shall also include a description of the presenter's background and qualifications, and a copy of the agenda and the training materials disseminated.

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 Section 504 and Title II. 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
Lawrence County School District, Tennessee

Date

Printed Name