

**RESOLUTION AGREEMENT
MARION COUNTY PUBLIC SCHOOLS, FL
OCR Docket Number 04-20-1044**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Marion County Public Schools (District) enter into this Resolution 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 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. § 794, and its implementing regulation at 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), as amended, 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities.

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

Action Item

By April 30, 2020, after providing proper written notice to the Student's parent, a group of knowledgeable persons, including the Student's parent, will convene a Section 504 meeting to determine whether the Student requires compensatory and/or remedial services for the period beginning September 2018, and ending October 30, 2019, the date the District found the Student eligible under Section 504. If so, within 1 week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond July 31, 2020, and will invite the Student's parent to accept the plan for compensatory and/or remedial services by providing the plan to the Student's parent in writing (via certified mail, return receipt requested). The District's offer will expire, if not accepted, thirty (30) days after the date of the District's letter to the Student's parent. The District will also 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 REQUIREMENT:

- (a) By May 29, 2020, the District will 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 the compensatory and/or remedial services (if any) to the Student; a copy of the letter to the Student's parent offering the plan for compensatory and/or remedial services; and, a copy of any communication(s) from the Student's parent in response to the District's offer.

- (b) By July 31, 2020, if applicable, 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 the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the District understands that during the monitoring of the 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 and obligations of the Agreement. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or the applicable statutes and regulations. Before initiating such proceedings, 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 signature of the District's Superintendent or designee below.

/s/

April 2, 2020

Superintendent or Designee
Marion County Pubic Schools

Date