

RESOLUTION AGREEMENT
Terrell County Charter School System
OCR Complaint # 04-20-1271
Atlanta Regional Office

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and the Terrell County School District (District) enter into this 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 voluntarily agrees to take the following actions pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104. Section 504 prohibits discrimination on the basis of disability by recipients of Federal financial assistance and Title II of the Americans with Disabilities Act of 1990, as amended, 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.

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 continue or take the following actions:

Free Appropriate Public Education

1. By **October 1, 2020**, after providing proper written notice to the parents and/or guardians of the Student, if still enrolled in the District, a group of knowledgeable persons, including the Students' parents, will convene to review the Student's current 504 Plan, to determine whether it is designed to provide the Student a free appropriate public education (FAPE) as defined by the Section 504 and Title II regulations, and revise the plans as necessary to ensure the Student receives a FAPE as it relates to the Student's ability to participate in non-academic and extracurricular activities such as field trips. In making the above determinations, the District will ensure that it draws on all available and relevant information from a variety of sources; that this information is documented and carefully considered; and that the decision is made by a group of persons knowledgeable about the Student, the meaning of any evaluation data, and placement options. The District will maintain minutes and copies of documents considered in making the determinations described in this paragraph. Any plan developed as a result of this team's decision will clearly articulate the agreed-upon related aids and services, who has responsibility for providing various related aids and services and, as appropriate, how provisions of the plan should be implemented. The District will provide the Student's parent(s) notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

REPORTING REQUIREMENT: By **October 16, 2020**, the District will submit to OCR documentation supporting the group's decision as described above in Item 1. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, a copy of the Student's evaluation report, a copy of the minutes of the meeting held to determine whether

the Student's need for services to meet her individual educational needs, information about field trips and a description of the services that will be provided to the Student, if such services are determined to be necessary.

Training

2. By **September 30, 2020**, the District will provide training to all staff at Cooper-Carver Elementary School responsible for the identification, evaluation, and placement of students with disabilities on Section 504 and Title II regulation requirements to provide a FAPE in non-academic settings, including field trips. The training should include Section 504 and Title II requirements to provide non-academic and extracurricular services and activities in such manner as is necessary to afford disabled students an equal opportunity for participation in such services and activities, including not conditioning the student's participation in non-academic or extracurricular activities on the parent's or legal guardian's attendance.

REPORTING REQUIREMENT: By December 1, 2020, the District shall provide evidence that training was provided as described above in Item 2. Documentation provided by the District shall also show the names and positions of the School employees who participated in the training session, an agenda, and information on the background and qualifications of the trainer with respect to Section 504 and Title II.

3. By **September 30, 2020**, the District will provide training for all staff at Copper-Carver Elementary School who teach, supervise or provide services to District students with diabetes. The training should include information regarding diabetic and emergency care for students with diabetes. When applicable, each staff member should also receive a copy of the student's Diabetic Management Plan.

REPORTING REQUIREMENT: By December 1, 2020, the District shall provide evidence that training was provided as described above in Item 3. Documentation provided by the District shall also show the names and positions of the School employees who participated in the training session, an agenda, and information on the background and qualifications of the trainer with respect to Section 504 and Title II.

Records

4. By **September 8, 2020**, the District will provide the Complainant with a process to ensure that the Complainant receives weekly communication regarding the administering of insulin and monitoring of blood glucose in accordance with the Student's Section 504 Plan and/or Diabetic Management Plan.

REPORTING REQUIREMENT: By November 8, 2020, the District will submit to OCR written documentation outlining the new process to ensure weekly communication with the Complainant.

The District understands that by signing this Agreement, it agrees to provide the 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, 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. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close OCR Complaint # 04-20-1299.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulations(s). Before initiating such proceedings, 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 representative below.

Superintendent or Designee

Date