

**Resolution Agreement**  
**Fox Lake Grade School District #114**  
**OCR Complaint # 05-13-1388**

The Fox Lake Grade School District #114 (District) hereby agrees to resolve the above-referenced complaint with the U.S. Department of Education, Office for Civil Rights (OCR). The District submits this Agreement to ensure its compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 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. § 12132, and its implementing regulation at 28 C.F.R. Part 35. Section 504 and Title II prohibit discrimination on the basis of disability by recipients of Federal financial assistance from the U.S. Department of Education and public entities, respectively. Section 504 and Title II also prohibit retaliation.

The District agrees to the following:

1. By September 1, 2014, the District will provide training to the XXXXX of the Stanton Middle School (School), and any others it deems necessary, on the Section 504 and Title II regulations at 34 C.F.R. § 104.61 and 28 C.F.R. § 35.134 respectively, prohibiting retaliation. The training will specifically inform participants that Section 504 and Title II prohibit retaliation and provide examples of prohibited retaliatory conduct.

**REPORTING REQUIREMENT:** By September 15, 2014, the District will provide OCR documentation demonstrating its implementation of item #1. Specifically, the District will provide OCR the names of individuals who attended the training session, the date and time the training session occurred, the name(s) and credentials of the individual(s) who conducted the training session, and copies of the agenda and other materials disseminated at the training session(s). If the XXXXXX retires from the District on or before September 1, 2014, the District will provide documentation of the XXXXXX's retirement in lieu of documentation of any training conducted.

2. By April 15, 2014, OCR will provide the District with any materials that the Complainant wishes to include in Student A's record as a dissenting opinion to that record. By April 30, 2014, the District will include the documents that OCR provided in Student A's file and deliver a complete copy of that file to Student A's current school district and notify the Complainant in writing that it has done so.

**REPORTING REQUIREMENT:** By April 30, 2014, the District will provide OCR documentation demonstrating its implementation of item #2. Specifically, the District's documentation will include a copy of a letter to the Complainant notifying her that the documents have been placed in Student A's file, and a certified postal receipt indicating the date that Student A's file was mailed to his current school district and the date that his current school district received the file.

3. By March 31, 2014, the District will provide the Complainant a written statement that contains an explanation of the events of September 18, 2013 that resulted in the Complainant being unable to volunteer in Student B's classroom that day (Letter), including a description of all applicable District policies and a written assurance to the Complainant that the applicable District policies will be applied in a neutral, consistent and non-retaliatory manner. The District will include a copy of its school visitation and/or volunteer policies with the statement.

**REPORTING REQUIREMENT:** By March 15, 2014, the District will submit to OCR for review and comment a copy of the Letter it will issue to implement item #3. By March 31, 2014, the District will provide OCR documentation demonstrating its implementation of item #3. Specifically, the District's documentation will include a copy of the Letter, a copy of any materials included with the Letter, and a certified postal receipt indicating the date that the District mailed the Complainant the Letter and the date that the Complainant received the Letter.

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 the regulations implementing Section 504 at 34 C.F.R. § 104.33 and Title II at 34 C.F.R. Part 35, which were at issue in this case.

The District understands that OCR will not close the monitoring of this agreement until OCR determines that the District has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. § 104.61 and Title II at 28 C.F.R. § 35.134, which were at issue in 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 a minimum of sixty (60) calendar days to cure the alleged breach.

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For the District

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Date