

**Resolution Agreement
Duneland School Corporation
OCR Complaint # 05-16-1286**

Duneland School Corporation (Corporation) submits the following agreement to the U.S. Department of Education, Office for Civil Rights (OCR) in resolution of OCR complaint #05-16-1286. The Corporation 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. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35, with respect to the issue raised in the complaint. The Corporation agrees to the following:

- 1) By December 31, 2016, the Corporation will provide effective training to its Anti-Harassment Compliance Officer and administrators and employees directly involved in processing, investigating and/or resolving complaints or other reports of disability discrimination/harassment or retaliation. This training shall include, at a minimum, information regarding Section 504's and Title II's prohibitions of discrimination based on disability and retaliation, a review of the Corporation's Nondiscrimination Policy and Anti-Harassment Policy, and processing, investigating and resolving complaints of discrimination and retaliation pursuant to Section 504 and Title II.

REPORTING REQUIREMENT: By January 15, 2017, the Corporation will provide OCR with documentation that it has provided appropriate the training referenced in this Item, including the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, and names and titles of the Corporation personnel who completed the training.

- 2) Effective immediately, the Corporation agrees to maintain documents relating to specific complaints or other reports of disability discrimination/harassment or retaliation of students, including the following:
 - a. a copy of all written reports, and a narrative of all verbal reports, of incidents involving allegations of disability discrimination/harassment or retaliation of any kind;
 - b. a narrative of all actions taken in response to the written or verbal reports, including any written documentation; and
 - c. a copy of any and all disciplinary sanctions issued to students or employees for violations of the Nondiscrimination Policy and/or Anti-Harassment Policy.

REPORTING REQUIREMENT: By July 1, 2017, Corporation will provide to OCR copies of the documentation referenced in Item #2 for the just-completed school year.

The Corporation understands that OCR will not close the monitoring of this Agreement until OCR determines that the recipient has fulfilled the terms of this Agreement and is in compliance

with the regulations implementing Section 504 regulations, at 34 C.F.R. §§ 104.4 and 104.61 and Title II, at 28 C.F.R. § 35.130(a) and 28 C.F.R. § 35.134(a), which were at issue in this case.

The Corporation 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 Corporation understands that during the monitoring of this Agreement, if necessary, OCR may visit the Corporation and other sites that the Corporation uses to offer program accessibility, interview staff and patrons, and request such additional reports or data as are necessary for OCR to determine whether the Corporation has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, 34 C.F.R. §§ 104.4 and 104.61 and Title II, at 28 C.F.R. § 35.130(a) and 28 C.F.R. § 35.134(a), which were at issue in this case.

The Corporation 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 or judicial proceedings to enforce the specific terms and obligations of this Agreement, OCR shall give the Corporation written notice of the alleged breach and 60 calendar days to cure the alleged breach.

Agreed to on behalf of Duneland School Corporation:

Name

Date