

**RESOLUTION AGREEMENT**  
**North Mahaska Community School District**  
**Docket No. 05-21-1195**

The North Mahaska Community School District (District) enters into this agreement to resolve the allegations in OCR Docket No. 05-21-1195 and ensure the District's compliance with the requirements of 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, which prohibit discrimination on the basis of disability by recipients of federal financial assistance and public entities, respectively.

**I. TRAINING FOR SCHOOL ADMINISTRATORS AND STAFF**

- A. By **October 15, 2023**, the District will provide interactive training to all (redacted content) (School) administrators (i.e., principals, assistant principals, etc.), the Special Education Directors, the 504 Coordinators, and any other School staff who are members of Individualized Education Program (IEP) and Section 504 teams. The training will:
1. Be provided by one or more trainers with expertise in Section 504 and Title II; and
  2. Explain the following topics, at a minimum:
    - a. Section 504 and Title II's prohibition against disability discrimination, including disability harassment;
    - b. Effective investigative training to all administrators and staff responsible for receiving and/or investigating complaints of disability discrimination, including disability harassment.
    - c. The District's Restraint and Seclusion Policies, including the documentation form, debriefing meeting document, and debriefing letter to guardians, including an explanation of the limited circumstances when the use of restraint is permissible under these policies;
    - d. The safe use of restraint and seclusion;
    - e. How to reduce reliance on restraint and seclusion and identify alternatives;
    - f. How the restraint or seclusion of a student with a disability can result in a student being denied a FAPE; the FAPE-related requirements of

the Section 504 regulation at 34 C.F.R. §§ 104.33-104.36, and with particular attention to sections 104.34, 104.35(b), and 104.35(c);

- g. When to reconvene an IEP or Section 504 team to determine whether the use of restraint or seclusion has affected the student's receipt of a FAPE, and when to reevaluate a student and/or determine if any additional aids and services are appropriate to provide a FAPE and reduce incidents of restraints and seclusions;
- h. When a school's repeated use of restraint or seclusion of a student with an identified disability may suggest that the student's current array of regular or special education and related aids and services is not sufficient to provide a FAPE;
- i. The District's obligation to remedy any denial of a FAPE that resulted from the prior use of restraint or seclusion, including determining whether to provide compensatory services for services missed during periods of restraint and/or seclusion; and
- j. How District staff and parents can report concerns about the use of restraint or seclusion, including how and whether it is being recorded; the name(s), title(s), and contact information (phone number, office address, and e-mail address) to whom concerns should be reported; and how the District will respond.

B. **REPORTING REQUIREMENT:** By **October 30, 2023**, the District will provide OCR documentation of the training required by Item I, including the dates of the training, name(s), title(s) and qualifications of the trainer(s), a copy of the materials used or distributed during the training, and a list of the personnel who attended the training.

## II. INDIVIDUAL STUDENT REMEDY

- A. By **October 1, 2023**, the District will convene a group of persons knowledgeable about Student A (i.e., Student A's IEP team) to determine whether Student A was denied a FAPE during the 2020-21 school year in connection with the incident on (redacted content). The IEP team will consider whether the provision of compensatory services and/or remedial measures to Student A are warranted, including (redacted content).
- B. In the event the IEP team determines that compensatory services and/or remedial measures are necessary:
  - 1. The team will develop a written plan for providing Student A with any compensatory services and/or remedial measures deemed necessary;

2. Any such plan will identify the type, frequency, and duration of services to be provided at no cost to Student A's parent, the title and qualifications of the provider(s), and when the services will be provided;
3. The plan will become a part of the student's IEP directly and/or incorporated by reference;
4. The District will commence promptly to provide such services and will complete the delivery of such services within one (1) year of the execution of this Agreement; and
5. Within ten (10) calendar days of Student A's IEP meeting, the District will provide Student A's parent with a copy of any written plan for providing the student with compensatory services and/or remedial measures, and written notification of the team's decision.

**C. REPORTING REQUIREMENTS:** By **October 30, 2023**, the District will submit to OCR documentation to demonstrate its compliance with Item II, including:

1. The names and titles of the individuals who attended the IEP meeting;
2. A copy of any District notes of the meeting;
3. Copies of the Student A's IEP;
4. A copy of any plan for compensatory services and/or remedial measures;
5. Documentation of any input provided by Student A's parent;
6. Copies of any notifications sent to Student A's parent;
7. If the team determines that compensatory services and/or remedial measures are not necessary, the District will provide a written explanation to OCR for the determination, along with supporting documentation.
8. If the team determines that compensatory services and/or remedial measures are necessary, the District will, by **February 1, 2024**, provide OCR documentation that it provided all services deemed necessary. If the District is not able to deliver the services as required, the District will, by **December 1, 2023**, provide OCR evidence of the District's reasonable efforts to provide these services to Student A.

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 the 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 and obligations of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. Part 104, and Title II, at 28 C.F.R. Part 35, which were at issue in this case. Upon the District's satisfaction of the commitments made under this Agreement, OCR will close this case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). 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.

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Superintendent or Designee

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Date