

Resolution Agreement
Mount Pleasant Community School District
OCR Docket #05-21-1321

Mount Pleasant Community School District (District) submits the following Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the allegations of discrimination in case #05-21-1321. 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, 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12132 - 12134, and its implementing regulation, 28 C.F.R. Part 35, with respect to the allegations raised in the above-referenced complaint. The District agrees to take the following action:

1. By January 31, 2022, the District will provide training to all District administrators and staff at Mt. Pleasant High School on the Section 504 regulation at 34 C.F.R. § 104.33, which requires the District to provide a Free Appropriate Public Education (FAPE). Specifically, the training will focus on the steps needed to ensure that students receive FAPE by fully implementing services identified and developed in an Individualized Education Program (IEP) or Section 504 Plan for that purpose.

REPORTING REQUIREMENT: By February 15, 2022, the District will provide OCR documentation demonstrating its implementation of item #1. Specifically, the District will provide OCR the name(s) and credentials of the individual(s) who provided this training; the date(s) and time(s) the training session(s) occurred; the names and titles of the individuals who attended the training session(s); and copies of the agenda and any materials disseminated at the training session(s).

2. By December 3, 2021, the District will issue the Complainant a certified letter offering Student A reenrollment in Mt. Pleasant High School. The letter will indicate that Student A has the option to reenroll immediately or at the end of the next grading quarter, whichever the Complainant and Student A prefer, and the District will take into consideration Student A's work completed in the 2021-2022 school year to date, and will enroll Student A in courses that most closely align with her current coursework. The letter will also state that, within fourteen (14) school days of her reenrollment, the District will convene Student A's IEP team to determine whether Student A was denied a FAPE during the 2020-2021 school year, consider whether Student A is entitled to compensatory services and/or any other remedial measures, and develop a plan to provide those compensatory services and/or remedial measures as soon as practicable. The letter will also assure the Complainant and Student A that, if Student A reenrolls in the District, she will not be subjected to retaliation.

REPORTING REQUIREMENT: By December 15, 2021, the District will submit to OCR documentation demonstrating its compliance with this item, including a copy of the certified mail receipt.

3. If Student A reenrolls in the District, within fourteen (14) days of her reenrollment, 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 2020-2021 school year, consider whether Student A is entitled to compensatory services and/or any other remedial measures, and develop a plan to provide those compensatory services and/or remedial measures as soon as practicable. The IEP team will also determine Student A's educational placement for the 2021-2022 school year within sixty (60) days of Student A's reenrollment, if applicable.

REPORTING REQUIREMENT: Within twenty-one (21) days of Student A's reenrollment in the District, the District will submit to OCR documentation demonstrating its compliance with this item, including but not limited to, documentation of the IEP meeting, the IEP team's determinations regarding whether Student A was denied FAPE in the 2020-2021 school year and whether she is entitled to any compensatory services and/or remedial measures, and the plan with timetable to provide such services and/or measures. If Student A does not reenroll in the District during the 2021-2022 school year, by June 1, 2022, the District will submit to OCR documentation stating that Student A did not reenroll.

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 employees 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 and Title II 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 and Title II 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.

Approved and agreed to on behalf of the District:

Superintendent or Designee

Date