

RESOLUTION AGREEMENT
North Palos School District 117
Docket No. 05-23-1265

North Palos School District 117 (District) enters into this voluntary Resolution Agreement (Agreement) with the U.S. Department of Education, Office for Civil Rights (OCR), to resolve OCR Case No. 05-23-1265. This Agreement does not constitute an admission of liability, noncompliance, or wrongdoing by the District. The District agrees to take the following actions to ensure 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, which prohibit discrimination on the basis of disability by recipients of federal financial assistance, 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 public entities, with respect to the issues raised in the complaint.

INDIVIDUAL REMEDIES

1. By **August 18, 2023**, the District will make an offer in writing to the parent(s) of the student who was the subject of this complaint (Student A) that, should Student A re-enroll in the District, it will convene a group of persons knowledgeable about Student A to consider whether Student A is in need of compensatory services as a result of any alleged failure by the District during the 2022-2023 school year to implement the provisions in Student A's Individualized Education Program (IEP) regarding extended time on classroom and District assessments and self-management breaks for Student A. The District will include with its correspondence a copy of its system of procedural safeguards.

The District's correspondence will indicate that if Student A's parent(s) re-enroll Student A in the District within seven (7) calendar days of the District's correspondence, consistent with Board Policy 7:60, *Residency*, the District will convene an IEP meeting to discuss whether Student A is entitled to compensatory education, as described above.

If Student A's parent(s) do(es) not re-enroll Student A in the District within seven (7) calendar days, the District shall not be required to convene an IEP meeting to discuss compensatory educational services. However, Student A's parent(s) shall still be permitted to re-enroll Student A at any time, subject to the District's Board Policy 7:60, *Residency*.

REPORTING REQUIREMENT: By **September 1, 2023**, the District will provide to OCR a copy of its written communication to Student A's parent and Student A's parent(s)' response, if any. To the extent Student A's parent(s) did not respond to the District's correspondence, or to the extent Student A's parent(s) responded and indicated they did not intend to re-enroll Student A, the District's obligations pursuant to Sections 2 and 3 below shall cease.

2. If Student A's parent(s) re-enroll Student A in the District consistent with Board Policy 7:60, *Residency* within seven (7) calendar days of the District's correspondence referenced in Section 1 above, the District will send a Notification of Conference within the timeframes set forth in the *Individuals with Disabilities Education Act* and will convene the IEP meeting within the timeframes set forth in the *Individuals with Disabilities Education Act* at a

mutually agreeable date and time to determine whether Student A is entitled to compensatory services.

REPORTING REQUIREMENT: By **October 1, 2023**, the District will provide OCR documentation demonstrating its implementation of Item 2 of the Agreement. Specifically, the District will provide OCR a copy of the meeting notes and an explanation regarding how the IEP team reached its decision as to whether Student A is entitled to compensatory services. In the event the District determines that Student A is not eligible for compensatory services, it will provide Student A's parent(s) and OCR with documentation of the basis for the team's decision(s). If the District determines that Student A is eligible for compensatory services, it will provide Student A's parent(s) and OCR a written determination of the compensatory services offered and the basis for the team's determination that these services address any educational or other deficits that the team determined exist. If Student A reenrolls in the District, by January 1, 2024, the District will document to OCR that it has provided all compensatory services the team determined were necessary or explain why it was unable to provide the compensatory services (*i.e.*, if the parent(s) did not provide consent for such services.)

REPORTING REQUIREMENT: By **January 15, 2024**, the District will provide OCR documentation demonstrating its implementation of Item 2 of the Agreement.

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, 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. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in 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, which were at issue in this complaint.

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 sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below.

For North Palos School District 117
Dr. Jeannie Stachowiak, Superintendent

Date