

**Resolution Agreement  
Brown Deer School District  
OCR Docket Number 05-23-1449**

Brown Deer School District (District) enters into this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced case that the District discriminated against Student A on the basis of suspected disability when it failed to evaluate him for special education and related services in the 2022-2023 school year. Prior to the U.S. Department of Education, Office for Civil Rights (OCR) completing its investigation of the allegation, the District agreed to resolve it pursuant to Section 302 of OCR's *Case Processing Manual*.

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. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35, with respect to the above allegation raised in this complaint.

The District agrees to take the following actions:

**INDIVIDUAL REMEDIES**

- 1) **Within 15 days of signing this Agreement**, the District will make an offer in writing to the parents of Student A that, should Student A re-enroll in the District, it will conduct an evaluation of Student A (with parental consent) to consider whether Student A is a student with a disability in need of regular or special education and related aids and services and to determine whether Student A is in need of compensatory services because the District did not convene the team (Case Team) to consider Student A's needs for the 2022-2023 school year. The District's correspondence to Student A's parents will explain that:
  - a. The Case Team will consider any medical information provided by Student A's medical professional(s) regarding his needs as it relates to his mental health condition(s);
  - b. The Case Team will consider Student A's parents' concerns about Student A attending school in-person in light of his mental health condition and will answer any questions the parents may have regarding any other alternatives to in-person learning;
  - c. Any decision regarding Student A's placement, services, or academic adjustments or modifications will be made by Student A's Case Team, including his parents, and will be based upon Student A's individual needs;
  - d. The Case Team will determine whether Student A is in need of compensatory services for any educational deficits that resulted from the District's failure to consider whether Student A was a student with a disability in need of regular or special education and related aids and services, during the 2022-2023 school year;
  - e. The District will provide Student A's parents procedural safeguards, including an impartial hearing process, through which Student A's parents will have the right to challenge any decision made by the Case Team with which they do not agree.

- f. The District's correspondence will ask Student A's parents to respond to the District's offer within 15 calendar days of its correspondence as to whether the parent accepts or rejects the District's offer to re-enroll Student A and evaluate Student A for special education or related services. If the parents re-enroll Student A after the requested deadline, however, the District will still offer to convene the meeting as described in Item 1 this Agreement.

**REPORTING REQUIREMENT: Within 45 days of signing this Agreement,** the District will provide to OCR a copy of its written communication to Student A's parents and Student A's parents' response, if any.

- 2) If Student A's parents accept the District's offer to re-enroll Student A and convene a Case Team meeting for him, the District will hold the meeting by October 6, 2023, or a later date in October 2023 if agreed to by the parents, at which time it will evaluate Student A's needs in light of any medical information provided by Student A's medical professional and determine Student A's appropriate placement and educational services if he were to reenroll in the District. The Case Team will also determine whether Student A is entitled to compensatory services upon reenrollment because the District did not convene the team to consider Student A's needs for the 2022-2023 school year. The District will provide Student A's parents with a contact person knowledgeable about Section 504/IDEA and the placement options for Student A should the parents choose to reenroll Student A in the District.
- 3) In the event the District determines that Student A is not a student with a disability in need of regular or special education and related aids and services and/or is not eligible for compensatory services, it will provide Student A's parents and OCR with documentation of the basis for the team's decision(s).

**REPORTING REQUIREMENT: By October 31, 2023,** the District will provide OCR documentation demonstrating its implementation of Items #2 and #3 of the Agreement. Specifically, the District will provide OCR a copy of the meeting notes and an explanation regarding how the Case Team reached its decision as to (a) Student A's placement and educational services if he were to reenroll in the District, including modifications to policies, to address his mental health condition; and (b) whether, upon re-enrollment in the District, he is entitled to compensatory services.

- 4) If the District determines that Student A is eligible for compensatory services, it will provide Student A's parents and OCR a written determination of the compensatory services offered and the basis for the Case Team's determination that these services address any educational deficit that the team determined exists.

**REPORTING REQUIREMENT: By December 31, 2023,** the District will provide OCR documentation demonstrating its implementation of Item #4 of the Agreement if Student A is reenrolled in the District. The District will document to OCR that it has provided all compensatory services the Case Team determined are necessary, or explain why it was unable to provide the compensatory services if the parents did not provide consent for such

services.

### **Training Regarding Section 504/Title II**

- 5) **By December 1, 2023**, the District will initiate annual training of the District's Section 504 coordinator(s) and all District administrators, Guidance Counselors, and teachers, regarding Section 504 and Title II. The training must address, at a minimum:
- Section 504's and Title II's prohibition against disability discrimination, including the District's obligation to provide students with disabilities a free appropriate public education;
  - the definitions of physical and mental impairments and major life activities;
  - what factors make a student eligible for services under Section 504;
  - the Section 504 obligation to complete the evaluation and placement of District students who need, or are believed to need, special education or related services in a timely manner;
  - the Section 504 requirements concerning procedural safeguards; and
  - the Section 504 and Title II standards concerning modification of policies in order to provide aids, benefits and services that are as effective for students with disabilities as for others and ensure that such policies do not discriminate against students with disabilities or defeat or impair accomplishment of program objectives with respect to such students.

**REPORTING REQUIREMENT: By January 15, 2024**, the District will show it has provided the initial training session required of this Agreement. The District is not required to provide documentation of subsequent training sessions unless OCR requests that documentation. The documentation must include:

- the date, time, and location of the training;
- the topics addressed at the training;
- copies of handouts distributed to the training participants;
- the name(s) and title(s) of the individual(s) who conducted the training; and
- one or more sign-in sheets with the name and title of each employee who participated in the training.

### **Review and Revise Policies and Procedures**

- 6) **By December 15, 2023**, the District will review and revise as necessary its policies and/or procedures to state the District's obligation under Section 504 to initiate an evaluation process for any student residing in the District who is believed to need special education or related services and/or to be disabled within the meaning of Section 504 and the Rehabilitation Act of 1973. The revised policies and/or procedures will also address the District's obligation to provide notice of a parent's procedural safeguards, including the right to challenge in a due process hearing the District's refusal to evaluate a child under Section 504 or its conclusion that a child is not eligible for a Section 504 plan and/or services under Section 504.

**REPORTING REQUIREMENT:** By **January 15, 2024**, the District will provide OCR with written documentation demonstrating it has complied with Item #6 above.

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, 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.

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District's Superintendent or Designee

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Date