

RESOLUTION AGREEMENT
Conway Public Schools
OCR Complaint No. 06161218

The Conway Public Schools (“District”), Conway, Arkansas, agrees to resolve the allegations of discrimination on the basis of disability contained in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (“OCR”), Dallas Office. The District submits this Resolution Agreement (“Agreement”) to ensure compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended, 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*et seq.*, and its implementing regulation at 28 C.F.R. Part 35. This Agreement has been entered into voluntarily between the parties and does not constitute a finding or admission the District is in non-compliance with Section 504 or Title II.

The District 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 and Title II, at 34 C.F.R. § 104.4 and 28 C.F.R. § 35.130, respectively.

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 staff and contract staff, students, or others 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 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.

By the following dates, the District agrees to take the following actions:

ACTION ITEM I

The District agrees to provide the Parent(s) a written letter stating the District will convene an Individualized Education Program (“IEP”) committee meeting composed of a group of knowledgeable persons, including the Parent(s), to evaluate the Student’s individual educational needs and determine whether compensatory education and/or remedial services are appropriate as a result of any denial of educational benefit(s) that may have occurred during the Student’s enrollment in the District from August 17, 2015,

through January 14, 2016, should the Student re-enroll in the District for the remainder of the 2015-2016 school year.

Reporting Requirement:

Within ten (10) school days of the date this Agreement is signed, the District will provide OCR with a copy of the letter sent to the Student's Parent(s), as well as, other documents (i.e., documents demonstrating the letter was sent to the Parent(s) by certified mail, return receipt requested).

ACTION ITEM II

Should the Student re-enroll in the District, the District will, within 15 days of the Student's re-enrollment, evaluate the Student's individual educational needs and determine whether compensatory education and/or remedial services are appropriate as a result of any denial of educational benefit(s) that may have occurred during the Student's enrollment in the District from August 17, 2015, through January 14, 2016.

Reporting Requirement:

The District will provide OCR the following documents within forty-five (45) days of the Student's re-enrollment:

- a. Documentation evidencing the Student has been evaluated, the evaluation was conducted in accordance with 34 C.F.R. §104.35 and the Student's Parent(s) were provided procedural safeguards in accordance with 34 C.F.R. § 104.36, and the evaluation occurred within thirty (30) days of re-enrollment. The documents may include, but are not limited to a copy of the educational program (i.e., an IEP, 504 Accommodation Plan, etc.) developed for the Student and copies of the evaluation(s);
- b. OCR further requests documentation demonstrating the participants in the meeting, an explanation for decisions made, the information considered, and a description of and schedule for providing any compensatory and/or remedial services (if any) to the Student, should he return to the School for the 2015-2016 school year; and
- c. OCR will, prior to approving the decision of the District and its plan for providing the proposed services, review the documentation to ensure that the District met the procedural requirements of the regulation implementing Section 504 at 34 C.F.R. §§ 104.34, 104.35 and 104.36 in making these determinations.

ACTION ITEM III

After re-enrollment and the evaluation of the Student, if the IEP Committee determines compensatory and/or remedial services are needed for the Student, the IEP Committee will develop a plan for providing timely compensatory and/or remedial services and the services will begin within fifteen (15) days after receiving OCR's approval of the District's plan, or at a later date if agreed upon by the Parent(s), with a completion date to be determined by the IEP Committee. The compensatory education services shall be delivered in a manner so as not to hinder the delivery of any services that may be required by the Student's current educational program, and have a completion date not to extend beyond the conclusion of the 2015-2016 school year;

Reporting Requirement:

Within ten (10) school days of completion of compensatory services, the District will provide documentation to OCR of the dates, times, and locations of any compensatory and/or remedial services that were provided to the Student and the name(s) of the service provider(s).

The person signing for the District represents that he or she is authorized to bind the Institute to this Agreement. The effective date of this Agreement is the date of the signature below.

Superintendent or Designee
Conway Public Schools

Date

Printed Name and Title