

**Resolution Agreement**  
**Willis Independent School District**  
**Complaint No. 06161594**

OCR and the Willis Independent School District (WISD, District) enter into this agreement to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures the U.S. Department of Education (Department), Office for Civil Rights (OCR) that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 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. Sections 12132 *et seq*, 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.

The Complainants are identified as [\*\*\*redacted\*\*\*]. The Student is [\*\*\*redacted\*\*\*]. To resolve the issues of this investigation, [\*\*\*redacted\*\*\*] agrees to take the following actions.

**SECTION A: Individual Relief**

A1. **Within thirty (30) days of this Agreement**, the District will recalculate the Student's grade in [\*\*\*redacted\*\*\*]. The District will take all necessary steps to correct the Student's grade in his transcripts. The District will also take all necessary steps to ensure that any information related to the [\*\*\*redacted\*\*\*] has been expunged from the Student's record.

A1. **REPORTING REQUIREMENT: Within thirty (30) days of this Agreement**, the District will provide evidence that the efforts described in A1 have been made. Such evidence will include, but is not limited to:

1. Revised calculations of the Student's grade [\*\*\*redacted\*\*\*].
2. Corrected disciplinary records and academic transcripts, or relevant correspondence with the Student's current educational institution (if the Student is in another school district).

**SECTION B: Training**

- B1. By **May 1, 2018**, the District will create an in-service staff training. The training will include:
- a. A review of the District's responsibility to comply with Section 504 and Title II, which state that educational institutions under OCR's jurisdiction may not discriminate against any person on the basis of disability;
  - b. The prohibition against disability discrimination, including retaliation by Section 504 and Title II, and an explanation of what constitutes disability discrimination, including retaliation;
  - c. A statement by the District that it does not tolerate disability discrimination or retaliation, that such conduct is prohibited by law, and that effective action, including disciplinary actions where appropriate, will be taken.
  - d. An overview of the role of [\*\*\*redacted\*\*\*].

- e. A review of the District’s policy concerning discipline for students with disabilities, including the requirements for and limitations on [\*\*\*redacted\*\*\*].

**B1 REPORTING REQUIREMENT:** By **May 1, 2018**, the District will submit a draft of its in-service training to OCR for review and approval. This draft will include, at a minimum:

1. The names and titles of the proposed trainer(s), and information about the trainer’s (or trainer’) qualifications.
2. The training materials (including agenda, handouts, and PowerPoint slides)

**B2.** By September 1, 2018 or within **thirty (30) calendar days** of OCR’s approval of the draft training set forth in B1, whichever is later, the District will conduct the in-service training approved by OCR. Attendees at this training will include, but is not limited to, all staff, student resource officers, and administrators at [\*\*\*redacted\*\*\*].

**B2 REPORTING REQUIREMENT:** By September 1, 2018, or within **thirty (30) calendar days** of OCR’s approval of the draft training set forth in B1, whichever is later, the District will submit to OCR proof that the training was provided. Such documentation will include:

- a. The training materials (including agenda, handouts, and PowerPoint slides)
- b. The name(s) and title(s) of the trainer(s).
- c. The date and time that the training was held, and
- d. A copy of the attendance sheet from the training, including the name and title of each participant, along with a written assurance from the School principal that all required attendees were present during the training.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 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 Section 504 and its implementing regulation at 34 C.F.R. § 104.61 and Title II and its implementing regulation at 34 C.F.R. 28 C.F.R. § 35.134. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 or judicial proceedings to enforce the 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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Tim Harkrider  
Superintendent  
Willis Independent School District

Date