

RESOLUTION AGREEMENT
Lonoke Public Schools
Complaint Number 06-17-1390

The U.S. Department of Education (Department), Office for Civil Rights (OCR), and the Lonoke Public School District (LPSD or District) enter into this agreement to resolve the allegations in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the LPSD. The LPSD assures OCR that it will take the following actions, consistent with its obligation to comply 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, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively. Section 504 and Title II also prohibit retaliation.

Prior to the completion of OCR's investigation, the LPSD agreed to resolve the issues in this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the LPSD agrees to take the following actions.

Action Item 1 - Training

The District will provide training to teachers, administrators, staff and coaches at xxxxxxxx xxxxxxxx xxxxxxxx regarding the District's obligations pursuant to Section 504 and Title II to provide a free appropriate public education (FAPE) to all qualified students with disabilities residing within its jurisdiction, including the provision of accommodations to students with disabilities pursuant to their needs. The training will be conducted by individuals knowledgeable about the laws and issues pertaining to disability discrimination and shall address, at a minimum, the following:

- 1) The requirements, importance, and methods of providing students with disabilities related aids and services determined necessary to meet the Student's individual educational needs pursuant to Section 504, at 34 C.F.R. § 104.33, and Title II, at 28 C.F.R. § 35.130.
- 2) The prohibition of harassment of students with disabilities, including physical or verbal harassment, and the School's responsibility to promptly and equitably respond to allegations of harassment based on disability pursuant to Section 504, at 34 C.F.R. § 104.4, and Title II, at 28 C.F.R. § 35.130.
- 3) The District's obligation to protect individuals from retaliation pursuant to Section 504, at 34 C.F.R. § 104.61, and Title II, at 28 C.F.R. § 35.134.

Reporting Requirement 1

- 1) **Within 60 days** of the signing of this Agreement, the District will submit to OCR, for review and approval, its proposal for complying with Action Item 1 above. Specifically, the District will provide to OCR the name(s) and credentials of the individual(s) who it proposes to conduct the training session(s), and copies of the proposed materials the District intends to use at the training session(s).
- 2) **Within 60 days** of OCR’s approval of the individual(s) and materials referenced in Reporting Requirement 1, the District will provide the training listed in Action Item 1 above.
- 3) **Within 30 days** of the completion of the training referenced above, the District will provide OCR with documentation demonstrating that it has timely completed Action Item 1 above. Specifically, the District will provide to OCR the names of all individuals who attended the training session(s), the date(s) and time(s) the training session(s) occurred, the name(s) and credentials of the individual(s) who conducted the training session(s), and copies of the materials disseminated at the training session(s).

Action Item 2 – Compensatory Services

The District will convene a meeting of a group of persons knowledgeable about the Student to evaluate whether the Student needs additional educational instruction due to any educational loss experienced during the xxxx xxxx school year related to the alleged failure to implement the Student’s plan.

Reporting Requirement 2

- 1) Prior to the start of the 2019-2020 school year, the District will submit to OCR documents reflecting the meeting, including documents that support the Group’s decision. The District shall provide: 1) the participants in the meeting; 2) an explanation of the decision regarding the Student’s need for additional educational instruction; and 3) a description of any additional educational instruction (if any) determined necessary for the Student.
- 2) Within 30 days of completion of any additional educational services, the District will provide documentation to OCR evincing the dates and times the services were provided and the names of the service provider(s).

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.

The District also 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 students, and request such additional reports or data as are necessary for OCR to determine whether District has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 and Title II. 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 (34 C.F.R. §§ 100.9, 100.10), or judicial proceeding 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.

Dr. Jon Tackett, Superintendent
Lonoke Public School District

Date