

## **RESOLUTION AGREEMENT**

### **East Baton Rouge Parish School Board OCR Complaint Nos. 06161522; 06171533; 06181232; 06181381; 06191043**

The U.S. Department of Education, Office for Civil Rights (OCR) and the East Baton Rouge Parish School Board (EBRPSB or District) enter into this Agreement<sup>1</sup> to resolve the allegations in the above-referenced complaints. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures 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 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.

Prior to the completion of OCR's investigations, the District agreed to resolve the issues of these investigations pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of these investigations, the District agrees to take the following actions.

### **TRAINING AND PROFESSIONAL DEVELOPMENT<sup>2</sup>**

#### **Action Item 1**

By **August 30, 2019**, the EBRPSB will provide training regarding its obligation under Section 504 and Title II to provide a free appropriate public education (FAPE) to all qualified students with disabilities residing within its jurisdiction. The training should be provided to all relevant personnel, including, but not limited to administrators, faculty, counselors, and Title 504 Coordinators, and Title II Coordinators at the XXXX XXXX XXXX XXXX, XXXX XXXX XXXX XXXX, XXXX XXXX XXXX XXXX, XXXX XXXX XXXX XXXX, and XXXX XXXX XXXX XXXX. The training will be conducted by an individual who is knowledgeable about the laws and issues pertaining to disability discrimination and the evaluation of students who are or are believed to be disabled.<sup>3</sup> The training shall address, at a minimum:

- (a) The identification and evaluation of all students, who because of disability, need or are believed to need special education or related aids and services;
- (b) The EBRPSB's policies and procedures for carrying out its responsibilities under Section 504 and Title II to provide a free and appropriate public education (FAPE) to each qualified

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<sup>1</sup> For complaint numbers 06171533, 06181232, 06181381, and 06191043, the Agreement contains two parts: this part concerning all complaint numbers referenced above and a second part concerning specified individual complaint numbers.

<sup>2</sup> Although trainings are identified within multiple Action Items, identified trainings can be completed as part of one training which includes the content identified within each Action Item.

<sup>3</sup> The appropriate individual may be an employee, contractor, or other representative of the EBRPSB, or an outside individual or entity.

disabled person who is within the EBRPSB's jurisdiction, regardless of the nature or severity of the person's disability;

- (c) The EBRPSB's policies and procedures for carrying out its responsibilities to evaluate and re-evaluate students pursuant to Section 504, at 34 C.F.R. § 104.35;
- (d) The EBRPSB staff members' obligation to fully implement any Section 504 Plan that has been developed for a qualified student with a disability;
- (e) The potential effect of bullying or harassment on any basis of a student with a disability who is receiving Special Education FAPE services or Section 504 FAPE services, including that such bullying or harassment can result in denial of FAPE that must be remedied under Section 504, that the EBRPSB has an ongoing obligation to ensure that a qualified student with a disability who receives FAPE services continues to receive FAPE, and the potential need for reevaluation of a student if it is suspected that the student's individual needs have changed pursuant to bullying or harassment; and
- (f) The EBRPSB's policies and procedures for carrying out its obligation to provide procedural safeguards pursuant to Section 504, at 34 C.F.R. § 104.36.

#### Reporting Requirement

By **September 13, 2019**, the EBRPSB will provide documentation to OCR evidencing that the training required by Action Item 1 has been completed, including the identity of the individual conducting the training and the individual's qualifications, along with a copy of the materials or a summary of the material covered in such training and sign-in sheets or other documentation showing who attended the training.

#### **Action Item 2**

By **August 30, 2019**, the EBRPSB will provide training, by a qualified individual,<sup>4</sup> to all staff and administrators at the XXXX, XXXX, and XXXX, regarding prohibitions against retaliation by the EBRPSB against individuals for opposing an act or policy that is unlawful under any of the laws that OCR enforces or otherwise asserting rights protected by the laws that OCR enforces, including, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975. The training will include examples of adverse actions.

#### Reporting Requirement

By **September 13, 2019**, the EBRPSB will provide documentation to OCR evidencing that the training required by Action Item 2 has been completed, including the identity of the individual conducting the training and the individual's qualifications, along with a copy of the materials or a summary of the material covered in such training and sign-in sheets or other documentation showing who attended the training.

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<sup>4</sup> A person who is knowledgeable about the issues pertaining to the prohibitions against retaliation pursuant to Section 504 and Title II.

### **Action Item 3**

By **August 30, 2019**, the EBRPSB will provide training, by a qualified individual,<sup>5</sup> to all staff and administrators at the XXXX and XXXX, including but not limited to staff members who are directly involved in processing, investigating and/or resolving complainants or other reports of harassment based on disability and all counselors, teachers, administrators, or other personnel who are likely to receive reports of harassment and/or bullying. The training should include instruction including but not limited to:

- (a) Instruction on what type of conduct constitutes harassment, including addressing examples of harassment based disability;
- (b) The responsibility of staff to report incidents of possible harassment based on disability, and the procedures for doing so, and instruction on how to recognize, prevent and respond appropriately to such harassment;
- (c) The EBRPSB's responsibility under Section 504 and Title II to address incidents of harassment based on disability about which it knows or reasonably should have known;
- (d) Identification of designated staff at the EBRPSB, and XXXX and XXXX specifically who is/are available to answer questions or concerns regarding the EBRPSB's policies, practices, regulations or other issues related to harassment based on disability;
- (e) Identification of the individual(s) designated as Section 504 Coordinator and Title II Coordinator, and where individuals can find the respective Coordinator's address, phone number, and email address;
- (f) The EBRPSB's responsibility to take immediate and appropriate action to investigate incidents of harassment based on disability;
- (g) An outline of EBRPSB policies with respect the prohibition of discrimination, including but not limited to harassment based on disability, and where individuals can find the respective EBRPSB policies;
- (h) How to conduct investigations concerning harassment based on disability in an adequate, reliable, and impartial manner, including the appropriate standards to apply in such investigations, and an outline of the appropriate disciplinary measures for violations of the EBRPSB's anti-harassment policy in accordance with the EBRPSB's Student Code of Conduct;
- (i) If an investigation reveals that discriminatory harassment has occurred, the EBRPSB's responsibility to take prompt and effective steps reasonably calculated to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring; and
- (j) The duty of the EBRPSB to respond to incidents of harassment based on disability, even if the misconduct is also covered by an anti-bullying policy, and regardless of whether the student has complained, asked the school to take action, or identified the harassment as a form of discrimination.

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<sup>5</sup> A person who is knowledgeable about the issues pertaining to the prohibitions against harassment and discrimination more generally pursuant to Section 504 and Title II, and statutory and regulatory requirements pursuant to each law.

#### Reporting Requirement

By **September 13, 2019**, the EBRPSB will provide documentation to OCR evidencing that the training required by Action Item 3 has been completed, including the identity of the individual conducting the training and the individual's qualifications, along with a copy of the materials or a summary of the material covered in such training and sign-in sheet(s) or other documentation showing who attended the training. The training will be conducted by an individual who is knowledgeable about the laws and issues pertaining to disability discrimination.<sup>6</sup>

#### **Action Item 4**

By **August 30, 2019**, the EBRPSB will provide training regarding its obligation under Section 504 and Title II to provide nonacademic and extracurricular services and activities in such manner as is necessary to afford qualified students with a disability an equal opportunity for participation in such services and activities to all relevant personnel, including, but not limited to administrators, faculty, counselors, Title 504 Coordinators, and Title II Coordinators at the XXXX. The training shall include examples of nonacademic and extracurricular services and activities, including but not limited to recess.

#### Reporting Requirement

By **September 13, 2019**, the EBRPSB will provide documentation to OCR evidencing that the training required by Action Item 4 has been completed, including the identity of the individual conducting the training and the individual's qualifications, along with a copy of the materials or a summary of the material covered in such training and sign-in sheets or other documentation showing who attended the training.

### **POLICIES AND PROCEDURES**

#### **Action Item 5**

The EBRPSB shall review and if necessary revise its policies, procedures, and practices at the XXXX for distributing IEPs/Section 504 plans to teachers and staff members, and ensuring teachers and staff members are aware of all components of the IEP/Section 504 plan.

#### Reporting Requirement

By **June 28, 2019**, the EBRPSB will submit to OCR a copy of all proposed policy revisions for OCR's review and approval. **Within 45 days** of the completion of review and approval of proposed policies by OCR, revised policies shall be published and the EBRPSB shall provide OCR with appropriate evidence demonstrating that the policies have been published. If the

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<sup>6</sup> The appropriate individual may be an employee, contractor, or other representative of the EBRPSB, or an outside individual or entity.

EBRPSB determines that current District policies and procedures are in compliance, the EBRPSB will provide an explanation or supporting bases for OCR's review and approval.

## **WRITTEN COMMUNICATION**

### **Action Item 6**

By **May 24, 2019**, the EBRPSB will formally reaffirm in writing to students, staff, and parents at the XXXX, XXXX, and XXXX its obligation to address incidents of harassing conduct based on disability, consistent with EBRPSB harassment policy, and the regulatory requirements of Section 504 and Title II. The statement will include the appropriate contact information for the staff member(s) designated as the official(s) to whom students and parents may report allegations of harassment and will warn that students found to have engaged in acts of harassment or other acts that create a hostile environment based on disability will be promptly disciplined in accordance with the EBRPSB's Student Code of Conduct. The statement will also reaffirm in writing the prohibitions against retaliation by the EBRPSB against individuals for opposing an act or policy that is unlawful under any of the laws that OCR enforces or otherwise asserting rights protected by the laws that OCR enforces, including, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.

### **Reporting Requirement**

By **June 7, 2019**, the EBRPSB will submit a written report to OCR documenting how and when the notifications described in Action Item 6 were issued. The EBRPSB will also submit copies of the notifications to OCR.

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 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, at 34 C.F.R. §§ 104.4, 104.33, 104.35, 104.37, and 104.61 and Title II, at 28 C.F.R. §§ 35.130 and 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 (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<sup>7</sup> will become effective immediately upon the signature of the District's representative below.

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*(Part 1: 06161522; 06171533; 06181232;  
06181381; 06191043)*

**Warren Drake**  
**Superintendent**  
**East Baton Rouge Parish School Board**

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**Date**

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<sup>7</sup> For complaint numbers 06171533, 06181232, 06181381, and 06191043, the Agreement contains two parts: this part concerning all complaint numbers referenced above and a second part concerning specified individual complaint numbers. Each part of the Agreement will contain a signature of the District's representative.

## **RESOLUTION AGREEMENT**

### **East Baton Rouge Parish School Board OCR Complaint No. 06171533**

The U.S. Department of Education, Office for Civil Rights (OCR) and the East Baton Rouge Parish School Board (EBRPSB or District) enter into this Agreement<sup>8</sup> to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures 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 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.

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

### **INDIVIDUAL STUDENT**

#### **Action Item A1**

By **May 24, 2019**, if the Student attends school within the District, the EBRPSB will provide notice to the Student's parent(s)/guardian(s) that the District will conduct an evaluation of the Student to identify the Student's need for special education or related aids and services with respect to all diagnoses/ relevant circumstances that the EBRPSB has knowledge of, consistent with Section 504 and Title II and their implementing regulations, at 34 C.F.R. §§ 104.33 and 104.35, and 28 C.F.R. § 35.130, respectively. After evaluation, if the Student qualifies pursuant to Section 504 and Title II, the District shall also determine the Student's need for compensatory and/or remedial services, if any, as a result of the District's *alleged* failure to timely and/or properly evaluate the Student consistent with the requirements of Title II and Section 504. The EBRPSB will provide the Student's parent(s)/guardian(s) notice of the procedural safeguards including the right to challenge the group's determinations through an impartial due process hearing.

If the Student no longer attends school within the EBRPSB, the EBRPSB will send a letter to the Student's parent(s)/guardian(s), indicating that if the Student ever returns or reenrolls for school within the EBRPSB, within thirty (30) calendar days of reenrollment, the EBRPSB will:

- (a) Provide notice to the Student's parent(s)/guardian(s) that the District will conduct an evaluation of the Student to identify the Student's need for special education or related aids

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<sup>8</sup> For complaint number 06171533, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06171533.

- and services, consistent with Section 504 and Title II and their implementing regulations, at 34 C.F.R. §§ 104.33 and 104.35, and 28 C.F.R. § 35.130, respectively;
- (b) Determine the Student's need for compensatory and/or remedial services as a result of the District's alleged failure to timely and/or properly evaluate the Student consistent with the requirements of Title II and Section 504; and
  - (c) Provide the Student's parent(s)/guardian(s) notice of the procedural safeguards including the right to challenge the group's determinations through an impartial due process hearing.

### Reporting Requirements

- i. By **June 7, 2019**, the EBRPSB will provide documentation to OCR evidencing that the District provided notice to the Student's parent(s)/guardian(s) in accordance with Action Item A1. If the Student no longer attends school within the EBRPSB, the EBRPSB will provide OCR with a copy of the letter indicated within Action Item A1, documentation demonstrating that the letter was sent, and documentation demonstrating that the Student no longer attends school within the EBRPSB.
- ii. **Within 14 calendar days** of any evaluation of the Student in accordance with Action Item A1, the District will submit to OCR documents reflecting the evaluation and meeting, including documents that support the committee's evaluation decision. The documentation submitted shall include, at a minimum:
  - i. All documentation and information considered by the District as part of the evaluation;
  - ii. Meeting minutes and related documentation;
  - iii. The participants in the meeting/evaluation;
  - iv. An explanation of the decision made regarding the Student's need for compensatory and/or remedial services and information considered for the decision;
  - v. A description of and schedule for providing compensatory and/or remedial services (if any) to the Student; and
  - vi. Documentation demonstrating that notice of procedural safeguards was provided to the Student's parent(s)/guardian(s).

### **Action Item A2**

By **September 20, 2019**, the EBRPSB will convene a group of knowledgeable persons<sup>9</sup>, including the Student's parent(s)/guardian(s), to determine whether as a result of the effects of bullying and/or harassment, the Student's needs have changed such that the Student is no longer receiving a FAPE. If the group of knowledgeable persons determines that the Student's needs have changed, the group will determine additional or different services, accommodations, and/or related aids which are needed by the Student. The group will also ensure that needed changes or additions are implemented promptly and that the determination of what changes or additions are needed avoids putting the onus on the Student to avoid or handle bullying or harassment. The group will also determine (1) whether the Student needs compensatory and/or remedial services

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<sup>9</sup> The EBRPSB, if it chooses to do so, it may make individual FAPE determinations outlined within Action Item A1 and Action Item A2 within the same Section 504/IEP meeting, if appropriate.



as a result of the EBRPSB's *alleged* failure to reevaluate the Student during the XXXX-XXXX school year, and (2) whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's *alleged* failure to provide special education or related aids and services to the Student during the XXXX-XXXX school year, and any resulting educational loss suffered by the Student. If so, within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services, including a timeline for completion. The EBRPSB will provide the Student's parent(s)/guardian(s) notice of the procedural safeguards including the right to challenge the group's determinations through an impartial due process hearing.

If the Student no longer attends school within the EBRPSB, the EBRPSB will send a letter to the Complainant, indicating that if the Student ever returns or reenrolls for school within the EBRPSB, within thirty (30) calendar days of reenrollment, the EBRPSB will:

- (a) Convene a group of knowledgeable persons, including the Student's parent(s)/guardian(s), to determine whether as a result of the effects of bullying and/or harassment, the Student's needs have changed and determine all additional or different services, accommodations, and/or related aids which are needed by the Student;
- (b) Ensure that needed changes or additions are implemented promptly and that the determination of what changes or additions are needed avoids putting the onus on the Student to avoid or handle bullying or harassment; and
- (c) Convene a group of knowledgeable persons, including the Complainant, to determine (1) whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's *alleged* failure to reevaluate the Student during the XXXX-XXXX school, and (2) whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's *alleged* failure to provide special education or related aids and services to the Student during the XXXX-XXXX school year.

#### Reporting Requirement

By **October 4, 2019**, the EBRPSB will submit to OCR documents supporting the group's decisions. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, a description of and schedule for providing any compensatory and/or remedial services to the Student, and documentation demonstrating that notice of procedural safeguards was provided to the Student's parent(s)/guardian(s). If the Student no longer attends school within the EBRPSB, the EBRPSB will provide OCR with a copy of the letter indicated within Action Item A2, documentation demonstrating that the letter was sent, and documentation demonstrating that the Student no longer attends school within the EBRPSB.

#### **Action Item A3**

By **May 24, 2019**, the EBRPSB will complete an investigation into all allegations of harassment based on disability identified in reference to this complaint (i.e., complaint no. 06171533). All information identified by previous investigatory actions taken by the EBRPSB concerning the respective allegations can be utilized in addition to all new or additional information obtained through investigatory actions pursuant to this agreement in reaching investigatory

determinations. As part of the investigation, the EBRPSB will provide the Student and the Complainant with offers to be interviewed as part of the investigation, provide written or verbal statements, and identify witnesses and other information. The EBRPSB will interview any available witnesses identified by the Student and Complainant. The EBRPSB will interview other available, appropriate witnesses in order to sufficiently investigate the aforementioned allegations. If the EBRPSB determines any witnesses would be appropriate for interview but are not available, the EBRPSB will indicate that and indicate the basis for unavailability. If the EBRPSB determines that the allegations are substantiated, in whole or in part, the EBRPSB will take actions necessary to appropriately address the harassment. In addition, the EBRPSB will take steps to prevent any recurrence of the harassment and remedy the effects of the harassment toward the Student.

#### Reporting Requirement

By **June 7, 2019**, the EBRPSB will provide documentation to OCR indicating findings of the investigation required by Action Item A3.

#### **Action Item A4**

By **June 7, 2019**, the EBRPSB will provide written notice to the Complainant of the outcome of its investigation identified pursuant to Action Item A3 and, if the EBRPSB substantiates the harassment as a result of the investigation, the EBRPSB will issue, by certified mail, a written offer to the Student to take appropriate corrective action and provide services appropriate to adequately redress the hostile environment, remedy the effects of harassment, and prevent the recurrence of harassment. Appropriate services can include, but are not limited to, providing counseling/academic/therapy services for the assessment and/or treatment of any psychological harm or any of the lingering effects from the harassment. The EBRPSB's letter will inform the Student and the Complainant that they have ten (10) calendar days from the date of the letter to accept the offer by providing written notice of their acceptance.

#### Reporting Requirement

By **June 21, 2019**, the EBRPSB will provide OCR a copy of the written notice to the Complainant required by Action Item A4, and documentation demonstrating that the written notice has been sent.

#### **Action Item A5**

By **March 29, 2019**, the EBRPSB will formally reaffirm in writing to the Student's parent(s)/guardian(s), that the District will provide nonacademic and extracurricular services and activities, including specifically XXXX, in such manner as is necessary to afford the Student an equal opportunity for participation in such services and activities, consistent with EBRPSB nondiscrimination policies, and the regulatory requirements of Section 504 and Title II.

Reporting Requirements

- i. By **April 12, 2019**, the EBRPSB will provide OCR a copy of the letter to the Complainant required by Action Item A5, and documentation demonstrating that the letter has been sent.
- ii. By **April 30, 2019**, the EBRPSB will provide OCR with documentation demonstrating that the Student is being permitted to attend XXXX during the 2018-2019 school year.

**Action Item A6**

By **May 24, 2019**, the EBRPSB will review the Student's relevant grade report(s) and remove the bad conduct indication on the Student's grade report, if present, pertaining to the Student's completion of homework in XXXX XXXX.

Reporting Requirement

By **June 7, 2019**, the EBRPSB will provide OCR with documentation demonstrating that the Student's bad conduct indication, identified pursuant to Action Item A6, has been removed from the Student's relevant grade report(s). If the identified bad conduct indication is not present within the Student's relevant grade report(s), the EBRPSB will provide OCR with documentation indicating that, including specifically the relevant grade report(s).

**Action Item A7**

By **March 29, 2019**, the EBRPSB shall provide written communication to the Complainant clarifying that the Complainant is permitted access to the Student's school campus, consistent with access permitted to other parents – which is contingent on compliance with EBRPSB and local campus policies and procedures.

Reporting Requirement

By **April 12, 2019**, the EBRPSB will provide OCR a copy of the written communication to the Complainant required by Action Item A7, and documentation demonstrating that the written communication has been sent.

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 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, at 34 C.F.R. §§ 104.4, 104.33, 104.35, 104.37, and 104.61 and Title II, at 28 C.F.R. §§ 35.130 and 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 (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<sup>10</sup> will become effective immediately upon the signature of the District's representative below.

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*(Part 2: 06171533)*

**Warren Drake**

**Superintendent**

**East Baton Rouge Parish School Board**

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**Date**

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<sup>10</sup> For complaint number 06171533, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06171533. Each part of the Agreement will contain a signature of the District's representative.

## **RESOLUTION AGREEMENT**

### **East Baton Rouge Parish School Board OCR Complaint No. 06181232**

The U.S. Department of Education, Office for Civil Rights (OCR) and the East Baton Rouge Parish School Board (EBRPSB or District) enter into this Agreement<sup>11</sup> to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures 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 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.

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

### **INDIVIDUAL STUDENT**

#### **Action Item B1**

By **May 24, 2019**, the EBRPSB will convene a group of knowledgeable persons, including the Student's parent(s)/guardian(s), to determine whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's *alleged* failure to provide special education or related aids and services to the Student during the XXXX-XXXX school year, and any resulting educational loss suffered by the Student; and if so, within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services, including a timeline for completion. The EBRPSB will provide the Student's parent(s)/guardian(s) notice of the procedural safeguards including the right to challenge the group's determinations through an impartial due process hearing.

If the Student no longer attends school within the EBRPSB, the EBRPSB will send a letter to the Student's parent(s)/guardian(s), indicating that if the Student ever returns or reenrolls for school within the EBRPSB, within thirty (30) calendar days of reenrollment, the EBRPSB will convene a group of knowledgeable persons, including the Student's parent(s)/guardian(s), to determine whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's *alleged* failure to provide special education or related aids and services to the Student during the XXXX-XXXX school year, and any resulting educational loss suffered by the Student.

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<sup>11</sup> For complaint number 06181232, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06181232.

Reporting Requirement

By **June 7, 2019**, the EBRPSB will submit to OCR documents supporting the group's decisions. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, a description of and schedule for providing any compensatory and/or remedial services to the Student, and documentation demonstrating that notice of procedural safeguards was provided to the Student's parent(s)/guardian(s). If the Student no longer attends school within the EBRPSB, the EBRPSB will provide OCR with a copy of the letter indicated within Action Item B1, documentation demonstrating that the letter was sent, and documentation demonstrating that the Student no longer attends school within the EBRPSB.

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 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, at 34 C.F.R. § 104.33, and Title II, at 28 C.F.R. § 35.130. 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 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<sup>12</sup> will become effective immediately upon the signature of the District's representative below.

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(Part 2: 06181232)

**Warren Drake**  
**Superintendent**  
**East Baton Rouge Parish School Board**

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**Date**

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<sup>12</sup> For complaint number 06181232, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06181232. Each part of the Agreement will contain a signature of the District's representative.

## **RESOLUTION AGREEMENT**

### **East Baton Rouge Parish School Board OCR Complaint No. 06181381**

The U.S. Department of Education, Office for Civil Rights (OCR) and the East Baton Rouge Parish School Board (EBRPSB or District) enter into this Agreement<sup>13</sup> to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures 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 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.

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

### **INDIVIDUAL STUDENT**

#### **Action Item C1**

By **May 24, 2019**, the EBRPSB will convene a group of knowledgeable persons, including the Student's parent(s)/guardian(s), to determine whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's alleged failure to provide special education or related aids and services to the Student during the XXXX-XXXX school year, and any resulting educational loss suffered by the Student; and if so, within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services, including a timeline for completion. The EBRPSB will provide the Student's parent(s)/guardian(s) notice of the procedural safeguards including the right to challenge the group's determinations through an impartial due process hearing.

If the Student no longer attends school within the EBRPSB, the EBRPSB will send a letter to the Student's parent(s)/guardian(s), indicating that if the Student ever returns or reenrolls for school within the EBRPSB, within thirty (30) calendar days of reenrollment, the EBRPSB will convene a group of knowledgeable persons, including the Student's parent(s)/guardian(s), to determine whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's alleged failure to provide special education or related aids and services to the Student during the XXXX-XXXX school year, and any resulting educational loss suffered by the Student.

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<sup>13</sup> For complaint number 06181381, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06181381.

Reporting Requirement

By **June 7, 2019**, the EBRPSB will submit to OCR documents supporting the group's decisions. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, a description of and schedule for providing any compensatory and/or remedial services to the Student, and documentation demonstrating that notice of procedural safeguards was provided to the Student's parent(s)/guardian(s). If the Student no longer attends school within the EBRPSB, the EBRPSB will provide OCR with a copy of the letter indicated within Action Item C1, documentation demonstrating that the letter was sent, and documentation demonstrating that the Student no longer attends school within the EBRPSB.

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 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, at 34 C.F.R. § 104.33, and Title II, at 28 C.F.R. § 35.130. 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 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<sup>14</sup> will become effective immediately upon the signature of the District's representative below.

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*(Part 2: 06181381)*

**Warren Drake**  
**Superintendent**  
**East Baton Rouge Parish School Board**

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**Date**

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<sup>14</sup> For complaint number 06181381, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06181381. Each part of the Agreement will contain a signature of the District's representative.



## **RESOLUTION AGREEMENT**

### **East Baton Rouge Parish School Board OCR Complaint No. 06191043**

The U.S. Department of Education, Office for Civil Rights (OCR) and the East Baton Rouge Parish School Board (EBRPSB or District) enter into this Agreement<sup>15</sup> to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures 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 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.

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

### **INDIVIDUAL STUDENT**

#### **Action Item D1**

By **May 24, 2019**, the EBRPSB will convene a group of knowledgeable persons, including the Student's parent(s)/guardian(s), to determine whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's *alleged* failure to provide special education or related aids and services to the Student during the XXXX-XXXX and XXXX-XXXX school years, and any resulting educational loss suffered by the Student; and if so, within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services, including a timeline for completion. The EBRPSB will provide the Student's parent(s)/guardian(s) notice of the procedural safeguards including the right to challenge the group's determinations through an impartial due process hearing.

If the Student no longer attends school within the EBRPSB, the EBRPSB will send a letter to the Student's parent(s)/guardian(s), indicating that if the Student ever returns or reenrolls for school within the EBRPSB, within thirty (30) calendar days of reenrollment, the EBRPSB will convene a group of knowledgeable persons, including the Student's parent(s)/guardian(s), to determine whether the Student needs compensatory and/or remedial services as a result of the EBRPSB's *alleged* failure to provide special education or related aids and services to the Student during the XXXX-XXXX school year, and any resulting educational loss suffered by the Student.

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<sup>15</sup> For complaint number 06191043, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06191043.

Reporting Requirement

By **June 7, 2019**, the EBRPSB will submit to OCR documents supporting the group's decisions. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, a description of and schedule for providing any compensatory and/or remedial services to the Student, and documentation demonstrating that notice of procedural safeguards was provided to the Student's parent(s)/guardian(s). If the Student no longer attends school within the EBRPSB, the EBRPSB will provide OCR with a copy of the letter indicated within Action Item D1, documentation demonstrating that the letter was sent, and documentation demonstrating that the Student no longer attends school within the EBRPSB.

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 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, at 34 C.F.R. § 104.33, and Title II, at 28 C.F.R. § 35.130. 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 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<sup>16</sup> will become effective immediately upon the signature of the District's representative below.

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(Part 2: 06191043)

**Warren Drake**  
**Superintendent**  
**East Baton Rouge Parish School Board**

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**Date**

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<sup>16</sup> For complaint number 06191043, the Agreement contains two parts: a first part concerning multiple complaint numbers referenced therein and this part concerning the specified individual complaint number: 06191043. Each part of the Agreement will contain a signature of the District's representative.