

Resolution Agreement
Richardson Independent School District
OCR Complaint No. 06171647

The U.S. Department of Education, Office for Civil Rights (OCR) and the Richardson Independent School District (RISD) enter into this Agreement to resolve the above-referenced complaint. The RISD assures OCR it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794 (amended 1992), 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. §12132, 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. This agreement does not constitute an admission by the RISD that it discriminated or otherwise engaged in any wrongdoing.

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

ACTION ITEM I

By July 25, 2018, the RISD will send the Complainant a letter to the address on file with the RISD via regular mail, delivery tracking notifying the Complainant that the RISD offers the opportunity to enroll the Student in the Summer Explore Program formerly known as PACE. The Complainant must provide all information required for enrollment and shall be responsible for all customary tuition and fees for the period of the Student's enrollment in the Summer Explore Program. Further, the letter will inform the Complainant that she can request accommodations by contacting the individual designated by the RISD to process such requests, and explain the process by which the RISD will process said request. If the Complainant accepts the RISD's offer to enroll the Student in the Summer Explore Program, the RISD will work with the Student's parents to determine whether reasonable accommodations and/or modifications are necessary to provide the Student an equal opportunity to participate in nonacademic services while he attends the Summer Explore Program.

REPORTING REQUIREMENTS

Within ten (10) calendar days of sending the aforementioned letter, the RISD will provide OCR a copy of the letter to the Complainant, including the address to which the RISD sent the letter, and the delivery tracking number associated with the letter.

If the Complainant agrees to accept the RISD's offer to enroll the Student in the Summer Explore Program, the RISD will provide OCR a copy of the correspondence in which the Complainant accepts the offer, and documentation reflecting any determination regarding accommodations and/or modifications deemed necessary to provide the Student with an equal opportunity to participate in nonacademic services during the Summer Explore Program **within (10) calendar days of the creation of the RISD's determination.**

ACTION ITEM II

The RISD will provide information to OCR in connection with a training session for the Summer Explore Program director, and all Summer Explore Program program specialists, site coordinators, and instructional assistants (Summer Explore Program Staff) regarding its obligations under Section 504 and Title II. The training will include information about policies and procedures relevant to the provision of accommodations deemed necessary to provide disabled students with an equal opportunity to participate in nonacademic services during the Summer Explore Program, and how approved accommodation information is communicated to Summer Explore Program Staff. The training will be created by one or more individuals knowledgeable about the RISD's obligations under Section 504 and Title II, and may be delivered to RISD employees in person or in an electronic format.

REPORTING REQUIREMENTS

By September 13, 2018, the RISD must provide OCR, for its review and approval, the outline for the training reflecting the topics described in Action Item II that include, but shall not be limited to, the credentials of the individual(s) selected to conduct the training, a proposed plan for the training session (*e.g.*, length of the training session, topics to be considered, etc.), and a description of the training materials to be used by the trainer(s) and/or provided to attendees during the training session.

Within sixty (60) calendar days after OCR approves the training-based information described in Action Item II, the RISD will conduct the training session approved by OCR. The training must be provided to all Summer Explore Program Staff.

Within ten (10) calendar days after conducting the final training session in accordance with Action Item II, the RISD will provide OCR with documentation demonstrating the training session has been completed, including a sign-in sheet containing the signatures and titles of all attendees, the materials used during the training, and any other information indicating that the training sessions were conducted in accordance with the requirements of this Agreement.

The RISD 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 the Agreement. Further, the RISD understands that during the monitoring of the Agreement, if necessary, OCR may visit the RISD, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the recipient has fulfilled the terms of the Agreement. Upon the RISD's satisfaction of the commitments made under the Agreement, OCR will close the case.

The RISD further understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement,

OCR will give the RISD 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 RISD's representative below.

/s/

7/23/18

Dr. Jeannie Stone, Superintendent
Richardson Independent School District

Date