

RESOLUTION AGREEMENT
Central Community School System
OCR Case Number: 06171975

OCR and the Central Community School System (CCSS 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 CCSS. The CCSS assures the U. S. Department of Education, 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 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 CCSS 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 CCSS agrees to take the following actions.

Action Item #1:

- A. Within ten (10) days of entering this Agreement, the CCSS will provide the Student's parents the forms, including consent forms, required to evaluate the Student for special education or related services consistent with Section 504 at 34 C.F.R. §104.35.

- B. Within sixty (60) days of receipt of written parental consent, the CCSS will conduct an evaluation of the Student for special education or related services, in accordance with Section 504 at 34 C.F.R. §104.35.
 - a. In interpreting evaluation data and making placement decisions, the District shall 1) draw upon information from a variety of sources, 2) ensure that such information is documented and carefully considered, and 3) ensure that the placement decision is made by a group of persons knowledgeable about the Student, the meaning of the evaluation data, and the placement options.

 - b. If the District determines that special education and/or related services are necessary for the Student, a plan will be developed that specifies the special education and/or related services to be provided, the manner in which they will be provided, when they will be provided, the individuals responsible for providing them, and the length of time they will be provided. Implementation of an Individualized Education Program developed in accordance with Individuals with Disabilities Education Act (IDEA) is one means of meeting this provision.

- C. Within sixty (60) days of receipt of written parental consent, after providing proper written notice to the Student's parent(s), a group of knowledgeable persons, including the parent(s), will also determine whether the Student needs compensatory and/or remedial services as a result of the District's alleged failure to timely evaluate the Student in the 2016-2017 and 2017-2018 academic years. If so, within one (1) week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond the end of the 2017-2018 academic year.
- D. The CCSD will provide the Student's parents procedural safeguards, including the right to challenge the group's determinations through an impartial due process hearing, in accordance with the Section 504 at 34 C.F.R. §104.36.

Reporting Requirements:

- a) Within twenty (20) days of signing this Agreement, the District will provide OCR with documentation demonstrating that it has timely completed Action Item #1 A above.
- b) Within two (2) weeks of the completion of Action Items #1 B-D, the District will submit to OCR documentation demonstrating it has timely completed the Action Items and 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 copy of the educational program (if any) developed for the Student, and a description of and schedule for providing any compensatory and/or remedial services (if any) to the Student. OCR will review the documentation submitted to ensure that the District has, in reaching its determination, met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35, and 104.36.
- c) Within two (2) weeks of the completion of any compensatory and/or remedial services, the District will provide documentation to OCR of the dates, times and locations that the compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).

Action Item #2:

By May 30, 2018, the District 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, as well as its obligation to refrain from retaliating against any person for the exercise of any right protected by Section 504 or Title II. The training should be provided to all relevant personnel, including, but not limited to, the Central Intermediate School campus administrators, school administrators, faculty, and counselors. The training will be conducted by one or more individuals knowledgeable about the laws and issues

pertaining to disability discrimination, the evaluation of students who are or are believed to be disabled, and retaliation. The training shall address, at a minimum:

- The District’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;
- District staff members’ obligation to fully implement any Section 504 Plan that has been developed for a qualified student with a disability;
- The District’s policies and procedures for carrying out its obligation to provide procedural safeguards; and
- The District’s obligation to refrain from retaliating against any person because that person, or anyone else, exercised any right or privilege pursuant to Section 504 or Title II.

Reporting Requirement:

- a) At least **30 calendar days** prior to the provision of the training described in Action Item #2, the CCSS shall submit to OCR, for review and approval, the identity and qualifications of the individual contracted by the District to provide the training. The CCSS shall also provide to OCR a copy of the proposed training or detailed summary of the content proposed to be covered. If OCR has any objections to the content of the training, OCR will promptly notify the CCSS, no later than 10 calendar days prior to the date of the scheduled training.
- b) By **June 30, 2018**, the CCSS shall submit to OCR documentation evidencing that the training required by Action Item #2 has been conducted. The CCSS shall also submit to OCR documentation evidencing the name and title of individuals attending the training and the date(s) the training was conducted.

GENERAL PROVISIONS

The CCSS 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 CCSS understands that during the monitoring of this Agreement, if necessary, OCR may visit the CCSS, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the CCSS has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. §104.21, and Title II implementing regulation at 28 C.F.R. §35.149. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The CCSS 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 CCSS 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 CCSS representative below.

Dr. Jason Fountain, Superintendent
Central Community School System

Date