

**VOLUNTARY RESOLUTION AGREEMENT**  
**Lubbock-Cooper Independent School District**  
**OCR Case Number: 06171990**

The Lubbock-Cooper Independent School District (LCISD or the District) and the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office, 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 LCISD. The LCISD 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), 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. § 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.

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

**A. STUDENT REMEDIES<sup>1</sup>**

**Action Items:**

1. By **June 1, 2018**, the LCISD agrees to review all service logs evidencing the provision of related aids and services to the Students throughout the 2016-17 and 2017-18 school years to ensure that the logs are accurate. The LCISD agrees to ensure that any errors found will be corrected within **30 calendar days** of the date the LCISD discovers the error.
2. By **July 13, 2018**, the LCISD will send a letter to the complainant, via certified mail, informing the complainant of the results of its review required by Action Item A1. The letter will also inform the complainant of any errors noted in the service logs, and the actions taken by the LCISD to correct any errors found. The LCISD will enclose a copy of the Students' service logs (including, if applicable, the corrected versions of the service logs).
3. By **June 1, 2018**, the LCISD agrees to take the following actions regarding Student 1:
  - a. Convene an Admission, Review, and Dismissal (ARD) committee meeting to re-evaluate the Student and determine whether, because of disability, Student 1 is in need of additional or different related aids and services. The LCISD will ensure that the complainant is provided an opportunity to provide meaningful input and participate in the ARD committee meeting. Further, prior to the ARD committee meeting, the LCISD will provide to the

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<sup>1</sup> The phrases "Student 1" and "Student 2" throughout this Agreement refer to the students identified in OCR's Initial Data Request to the LCISD, which was issued on November 3, 2017. Collectively, the students are referred to as "the Students."

- complainant copies of any teacher input or questionnaires that have been gathered in preparation for the ARD committee meeting.
- b. Review Student 1's XXXX from the XX – phrase redacted – XX and documentation provided by the complainant regarding any XXXX from the XX – phrase redacted – XX to ensure that the LCISD's recording of Student 1's XXXX is in line with the LCISD's policies and procedures regarding XX – phrase redacted – XX. The LCISD agrees to ensure that any errors found will be corrected within **30 calendar days** of the date the LCISD discovers the error.
  - c. Provide the complainant with releasable (non-secure) reports specific to XX – to end of paragraph redacted – XX.
4. By **July 13, 2018**, the LCISD will send a letter to the complainant, via certified mail, informing the complainant of the results of the LCISD's review of Student 1's XX – to end of sentence redacted – XX. The LCISD's letter will notify the complainant of any corrections made by the LCISD to correct any errors discovered. The LCISD will enclose a copy of Student 1's XX – phrase redacted – XX (including, if applicable, any corrections made).
  5. By **June 1, 2018**, will provide to the complainant all documents evidencing the provision of XX – phrase redacted – XX by the LCISD to Student 2, throughout the entire time that Student 2 was enrolled in the LCISD.

#### **Reporting Requirement:**

- By **August 31, 2018**, the LCISD will provide documentation to OCR evidencing its compliance with the above-stated Action Items. The documentation will include copies of all letters mailed to the complainant, the results of the reviews required to be conducted pursuant to Action Items A1, A3b, and A5, copies of all documents provided to the complainant, and a copy of the ARD committee documentation for Student 1.

#### **B. STAFF TRAINING**

##### **Action Item:**

1. By **September 28, 2018**, the LCISD shall ensure that all appropriate staff at XXXX and XXXX receives comprehensive staff training. This training shall cover, at a minimum, the following topics:
  - a. The LCISD's obligation to provide a free appropriate public education (FAPE) to students with disabilities who reside within the LCISD's jurisdiction;

- b. The LCISD's policies and procedures for the inclusion of parents/guardians and the consideration of parent/guardian input in Section 504 and/or ARD committee meetings;
- c. The LCISD's policies and procedures for documenting the provision of related aids and services identified as necessary to meet students' individualized educational needs;
- d. The LCISD's policies and procedures regarding medically-excused absences, (specifically, staff responsibilities with respect to obtaining and recording necessary documentation for medically-excused absences);
- e. The LCISD's policies and procedures for ensuring confidentiality of student educational records; and
- f. The prohibitions against retaliation found in Section 504 and Title II.

**Reporting Requirement:**

1. By November 16, 2018, the LCISD shall submit to OCR documentation evidencing that the training required by Action Item B1 has been conducted. The LCISD shall also submit to OCR documentation showing the name, title, and qualifications of the individual conducting the training; the name and title of all individuals attending the training; and the date(s) the training was conducted.

**C. GENERAL PROVISIONS**

The LCISD 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 LCISD 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 LCISD has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulations at 34 C.F.R. § 104.61 and Title II, at 28 C.F.R. § 35.134, which were at issue in this case. Upon completion of the obligations under this agreement, OCR shall close and dismiss this case.

The LCISD 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 LCISD 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 LCISD's representative below.

/s/

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**Keith Bryant, Superintendent**

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**Date**