



## RESOLUTION AGREEMENT

Lewisville Independent School District  
OCR Case Number: 06-18-1293

### A. GENERAL TERMS & PRINCIPLES:

OCR and the Lewisville Independent School District (District) enter into this agreement to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District 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. § 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.

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.

### B. ACTION ITEMS & REPORTING REQUIREMENTS:

#### *TRAINING & PROFESSIONAL DEVELOPMENT:*

##### **Action Item 1**

**Within thirty (30) calendar days after the District receives written notification of OCR's approval of the training(s) described in this Action Item**, the District will conduct training regarding its obligation under Section 504 and Title II to provide a free appropriate public education and Section 504's and Title II's prohibitions of disability discrimination, including harassment, and retaliation. The training(s) must be provided to all relevant personnel at Parkway Elementary School (PES)—including, but not limited to, principals, special education coordinators, Section 504/Title II coordinators, teachers, teacher's aides, and counselors—and any relevant District-level administrators who work with PES. The training(s) will be conducted by an individual or individuals knowledgeable about laws and issues pertaining to disability discrimination and retaliation, including the issues below, and must address, at a minimum, the following:

- i. The District's obligation to timely identify and evaluate all students within its jurisdiction who, because of disability, need or are believed to need regular or special education or related aids and services;
- ii. Examples of indicators that a student may be a student with a disability in need of regular or special education or related aids and services (e.g., a high number of discipline referrals as compared to their peers, student experiencing disability-related harassment, etc.);
- iii. The District's policies and procedures for carrying out its responsibilities to evaluate a student pursuant to Section 504;

- iv. What type of conduct constitutes disability-based harassment, including addressing examples of disability-based harassment, and a discussion about the negative impact that such harassment has on the educational environment;
- v. The District's responsibility under Section 504 and Title II to address disability-based incidents of harassment about which it knows or reasonably should have known;
- vi. Identification of designated District staff member(s) who is/are available to answer questions or concerns regarding the District's policies, practices, regulations, or other issues related to disability-based harassment; and
- vii. Instruction on what type of conduct constitutes retaliation under Section 504 and Title II.

### **Reporting Requirements: Action Item 1**

- a. By **August 17, 2018**, the District will provide OCR, for OCR's review and approval, the proposed training materials to be used and distributed during the training(s) described in this Action Item, including all speaker's notes, handouts, and PowerPoints (or other presentations) and the name, title, contact information, and qualifications of the trainer(s).
- b. **Within thirty-five (35) calendar days after the District receives written notification of OCR's approval of the training(s) described in this Action Item**, the District will provide to OCR documentation demonstrating that relevant personnel have received that training, including the date(s) of the training(s); the names, titles, contact information, and qualifications of the trainer(s); a copy of all training materials used and distributed during the training(s); and a sign-in sheet with the names and titles of individuals who attended the training(s).

### ***INDIVIDUAL REMEDIES:***

#### **Action Item 2**

- a. By **July 23, 2018**, the District will send the Student's parent(s)/guardian(s) a letter via certified mail, return receipt requested, informing the Student's parent(s)/guardian(s) that the District will convene a meeting of a group of knowledgeable persons, as defined by Section 504, within thirty (30) calendar days to:
  - i. Ascertain whether the exclusionary discipline that the Student received during the 2017-2018 school year was a result of the Student's behavior that, at that time, was a manifestation of the Student's identified disabilities; and
  - ii. Consider whether the Student needs compensatory and/or remedial services, such as tutoring or counseling, as a result of any failure on the part of the District to timely evaluate the Student pursuant to Section 504 and/or as a result of any missed instruction due to exclusionary discipline during the 2017-2018 school year.

- b. By **August 22, 2018**, the District will convene a meeting of a group of knowledgeable persons, as defined by Section 504, in accordance with the evaluation process required at 34 C.F.R. § 104.35, to
- i. Ascertain whether the exclusionary discipline that the Student received during the 2017-2018 school year was a result of the Student's behavior that, at that time, was a manifestation of the Student's identified disabilities; and
  - ii. Consider whether the Student needs compensatory and/or remedial services, such as tutoring or counseling, as a result of any failure on the part of the District to timely evaluate the Student pursuant to Section 504 and/or as a result of any missed instruction due to exclusionary discipline during the 2017-2018 school year. If the group determines that the Student needs compensatory and/or remedial services, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond **December 7, 2018**.

The District 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, in accordance with 34 C.F.R. § 104.36.

- c. If the group of knowledgeable persons determines during the meeting referenced in Action Item 2(b) that the Student received exclusionary discipline during the 2017-2018 school year as a result of behavior that was, at that time, a manifestation of his identified disabilities, by **September 4, 2018**, the District will expunge the Student's discipline record(s) of those infractions which were determined to be a manifestation of his disabilities.

#### **Reporting Requirements: Action Item 2**

- a. By **July 30, 2018**, the District will provide OCR with the letter that Action Item 2(a) requires.
- b. By **September 11, 2018**, the District will submit to OCR documents regarding the meeting described in Action Item 2(b), supporting the group's decision. The documentation submitted shall include:
- A list of all participants in the meeting (including names, titles, role in the meeting, and whether or not the participant was a voting member of the group);
  - Records of all information considered during the meeting;
  - Minutes or notes from the meeting;
  - An explanation of the decisions made during the meeting;
  - A description of and schedule for any compensatory and/or remedial services (if any) determined appropriate for the Student; and
  - A copy of the written notification sent to the Student's parent(s)/guardian(s) concerning the date and time of the meeting, and the right of the

parent(s)/guardian(s) to attend, and proof of transmission (e.g., certified mail and return receipt, etc.).

- c. If compensatory and/or remedial services are deemed necessary during the meeting referenced in Action Item 2(b), by **December 14, 2018**, the District will provide documentation to OCR of the dates, times, and locations that compensatory and/or remedial services were provided; a description of what was provided and how it was provided; and the names, titles, and contact information of the service providers.
- d. If the group of knowledgeable persons determines during the meeting referenced in Action Item 2(b) that the Student received exclusionary discipline during the 2017-2018 school year as a result of behavior that was, at that time, a manifestation of his identified disabilities, by **September 11, 2018**, the District will provide documentation to OCR showing that the Student's discipline record was expunged of those infractions which were determined to be a manifestation of his disabilities.

### **Action Item 3**

- a. By **September 21, 2018**, the District will complete an investigation into any allegations of disability-based harassment that the Student's parent(s)/guardian(s) reported during the 2017-2018 school year in accordance with its applicable policies. As part of the investigation, if Student's parent(s)/guardian(s) and/or the Student make themselves available, the District will meet with and interview the Student and/or the Student's parent(s)/guardian(s) and provide them with the opportunity to identify alleged witnesses and any other information. If possible, the District will interview any alleged witnesses they identify. If the District determines that the allegations are substantiated, in whole or in part, the District will take actions necessary to appropriately address the disability-based harassment. In addition, the District will take steps to prevent any recurrence of the harassment and offer to remedy the effects of the disability-based harassment toward the Student.
- b. **Within ten (10) calendar days of completion of the investigation** as required by this Action Item, the District will provide written notice to the Student's parent(s)/guardian(s) of the outcome of its investigation, by certified mail, return receipt requested, and, if the District substantiates the harassment as a result of the investigation, the District will issue, by certified mail, return receipt requested, a written offer to the Student's parent(s)/guardian(s) to provide the Student with appropriate services (e.g., counseling/academic/therapy services for the assessment and/or treatment of any psychological harm or any of the lingering effects from the harassment). The District's letter will provide ten (10) calendar days from the date of the letter to accept the offer by providing written notice of acceptance.

### **Reporting Requirements: Action Item 3**

- a. By **September 28, 2018**, the District will provide OCR with documentation regarding the investigation that this Action Item requires (e.g., witness statements, investigatory notes, and requests to interview the Student and his parent(s)/guardian(s)).
- b. **Within fifteen (15) calendar days of completion of the investigation** as required by this Action Item, the District will provide OCR with a copy of the letter required by Action Item 3(b).

### **Action Item 4**

- a. By **July 23, 2018**, the District will invite the Student's parent(s)/guardian(s) via certified mail, return receipt requested, to resubmit the request for an XXXX XXXX for the Student. The Student's parent(s)/guardian(s) must have at least ten (10) calendar days to accept or decline the invitation to resubmit the XXXX request, and the letter must include the deadline and instructions for how the Student's parent(s)/guardian(s) can resubmit the XXXX request.
- b. If the Student's parent(s)/guardian(s) resubmit(s) the request for an XXXX XXXX, by **August 14, 2018**, the District will inform the Student's parent(s)/guardian(s) of the District's decision as to the XXXX request. In making its decision as to the XXXX request, the District will not engage in retaliation prohibited by Section 504 and Title II, at 34 C.F.R. § 104.61 and 28 C.F.R. § 35.134, respectively.

### **Reporting Requirements: Action Item 4**

- a. By **August 17, 2018**, the District will provide OCR with the letter that Action Item 4(a) requires and a narrative explaining whether the Student's parent(s)/guardian(s) resubmitted the XXXX request.
- b. If the Student's parent(s)/guardian(s) resubmit(s) the request for an XXXX XXXX, by **August 17, 2018**, the District will provide OCR with the letter that Action Item 4(b) requires. If the District denies the XXXX request, the District will also provide OCR with a narrative explaining why it denied the request, with any supporting documentation and applicable policies.

### **C. EXECUTION:**

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 students, 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 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 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 will become effective immediately upon the signature of the District's representative below.

---

Superintendent or Designee's Name/Title

---

Superintendent or Designee's Signature

---

Date