



## RESOLUTION AGREEMENT

United Independent School District  
OCR Case Number: 06-18-1628

### A. GENERAL TERMS & PRINCIPLES:

OCR and the United Independent School District (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 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 Section 504's and Title II's prohibitions of disability discrimination and retaliation. The training(s) must be provided to all relevant personnel at Trautmann Elementary School (TES)—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 TES. 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. What type of conduct constitutes disability discrimination, including addressing examples of disability discrimination, and a discussion about the negative impact that such discrimination has on the educational environment;
- ii. 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 discrimination; and
- iii. Instruction on what type of conduct constitutes retaliation under Section 504 and Title II.

**Reporting Requirements: Action Item 1**

- a. By **September 28, 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 the start of the next school day following the date of this Agreement**, the District will reinstate the Student’s XXXX XXXX XXXX XXXX, to expire no earlier than the end of the last day of the 2018-2019 school year. The District may require the Student’s parent to adhere to the District’s policies governing XXXX XXXX, including meeting with the TES principal and completing applicable paperwork prior to reinstatement of the XXXX. The District may make the Student’s classroom assignment at TES in light of state mandates governing student-to-teacher ratios rather than parental preference.
- b. By **June 14, 2019**, the District will inform OCR whether the District revoked the Student’s XXXX XXXX XXXX XXXX for the 2019-2020 school year. In making any decision to revoke the Student’s XXXX XXXX XXXX XXXX, the District will comply with Section 504 and Title II and the District’s applicable policies.

**Reporting Requirements: Action Item 2**

- a. **Within seven (7) calendar days of the date of this Agreement**, the District will provide OCR with documentation showing the reinstatement of the Student’s XXXX XXXX XXXX XXXX for the 2018-2019 school year.
- b. By **June 14, 2019**, the District provide OCR with the following documentation:
  - i. A narrative explaining whether the District has revoked the Student’s XXXX XXXX XXXX XXXX for the 2019-2020 school year. If the District revoked the XXXX, the District will provide OCR with all supporting documentation showing the reason for the revocation (e.g., applicable policies, communications with the Student’s parent(s), statements from decision makers, etc.); and

- ii. A list of all students who XXXX XXXX due to an XXXX XXXX during the 2018-2019 school year. For each such student, provide the student’s name, the student’s grade, whether the student received services under Section 504 (e.g., had a Section 504 plan or IEP) at any time during the 2018-2019 school year, whether the student’s XXXX was scheduled to expire during or at the end of the 2018-2019 school year, the basis for the student’s XXXX, whether the student’s XXXX was revoked for the 2019-2020 school year, and, if the XXXX was revoked, the reason for the revocation.

**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