

Resolution Agreement

Jubilee Kingsville
OCR Complaint No. 06201252

The U.S. Department of Education, Office for Civil Rights (OCR) and Jubilee Kingsville (School) enter into this Agreement to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the School. The School 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.

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

ACTION ITEM 1

By September 20, 2020, the School will send the Complainant a letter to the email address on file with the School, read receipt. The letter will inform the Complainant that the School will convene a Section 504 committee meeting to determine whether the Student needs compensatory and/or remedial services as a result of the School's alleged failure to provide appropriate regular or special education and related aids and services deemed necessary to meet the Student's individual educational needs during the 2019-2020 school year, contingent upon the Student's re-enrollment at the School. The School will provide the Complainant at least 30 calendar days from the date of the above letter within which to re-enroll the Student at the School. If the Complainant re-enrolls the Student, the School will convene the Section 504 committee meeting referenced above within 30 calendar days of the Student's re-enrollment.

If the Section 504 committee determines 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 **May 28, 2021**. The School will provide the Student's parent or guardian notice of procedural safeguards including the right to challenge the committee's determination through an impartial due process hearing.

REPORTING REQUIREMENTS

- I.** By **September 31, 2020**, the School must provide OCR a copy of the letter sent to the Complainant including the email address to which the School sent the letter, and read receipt information for the letter.
- II.** If the Complainant does not provide a response to the re-enrollment and meeting offer and/or does not re-enroll the Student at the School within 30 calendar days of the School's letter, the School must provide OCR a letter or email notifying OCR that the Student did not re-enroll in the School.

- III.** If the Student is re-enrolled in the School, and a Section 504 committee is convened regarding the Student, **within ten (10) calendar days after** the Section 504 committee’s decision regarding the Student’s need for compensatory and/or remedial services, the School will submit documents supporting the group’s decision to OCR. The documentation submitted will include documentation identifying the participants in the meeting, an explanation of decisions made, the information considered, and a description of and schedule for providing any compensatory and/or remedial services to the Student, if any. OCR will review the documentation to determine whether the School has met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§104.34, 104.35 and 104.36.
- IV.** If the School determines the Student is entitled to compensatory and/or remedial services, the School will provide to OCR, by **June 30, 2021**, documentation of the dates, times, and locations that any compensatory and/or remedial services were provided. The documentation shall include a description of the services provided and the name(s) of the providers.

ACTION ITEM 2

By **December 30, 2020**, the School will conduct mandatory training for all staff employed at Jubilee Kingsville. The training will highlight the School’s obligation to abide by the requirements of Section 504 and Title II as it relates to the School’s obligation to address allegations of harassment based on disability. The training will include, but is not limited to, the prohibition of conduct by School personnel that could constitute harassment based on disability, and the School’s obligation to promptly and equitably respond to allegations of harassment based on disability.

REPORTING REQUIREMENT

- I. By **January 15, 2021**, the School will provide documentation to OCR demonstrating that the School provided the training in accordance with Action 2 above. This information will include, but not be limited to, sign-in sheets for all training sessions evidencing all staff who attended the training; the date the training session(s) were conducted; a copy of the training materials used; and the name, credentials, and contact information of the individual(s) who provided the training to comply with Action Item

The School 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 School understands that during the monitoring of the Agreement, if necessary, OCR may visit the School, 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 School’s satisfaction of the commitments made under the Agreement, OCR will close the case.

The School 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 School 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 School's representative below.

Steven Solis, Associate Director
Jubilee Kingsville

Date