

RESOLUTION AGREEMENT

Cedar Hill Independent School District OCR Complaint No. 06-21-1185

The U.S. Department of Education, Office for Civil Rights (OCR) and the Cedar Hill Independent School District (CHISD or District) enter into this resolution agreement (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 CHISD. The CHISD 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), 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 CHISD agreed to resolve the issue under investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the CHISD agreed to take the following actions¹:

TRAINING AND PROFESSIONAL DEVELOPMENT

Action Item 1

By **May 31, 2021**, the CHISD 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. The training should be provided to all relevant personnel, including, but not limited to administrators, faculty, counselors, and Title 504 Coordinators, and Title II Coordinators at the XXXX XXXX XXXX XXXX (XXXX). The training will be conducted by an individual who is knowledgeable about the laws and issues pertaining to disability discrimination and the evaluation of students who are or are believed to be disabled.² The training shall address, at a minimum:

- (a) The identification and evaluation of all students, who because of disability, need or are believed to need special education or related aids and services;
- (b) The CHISD's policies and procedures for carrying out its responsibilities under Section 504 and Title II to provide a free and appropriate public education (FAPE) to each qualified disabled person who is within the CHISD's jurisdiction, regardless of the nature or severity of the person's disability;

¹ Actions taken by the CHISD prior to entering into this Agreement, may constitute compliance with the Agreement if such actions otherwise meet the requirements of the Agreement.

² The appropriate individual may be an employee, contractor, or other representative of the CHISD, or an outside individual or entity.

- (c) The CHISD’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;
- (d) The CHISD staff members’ obligation to fully implement any Section 504 Plan that has been developed for a qualified student with a disability; and
- (e) The CHISD’s policies and procedures for carrying out its obligation to provide procedural safeguards pursuant to Section 504, at 34 C.F.R. § 104.36.

Reporting Requirement

By **June 14, 2021**, the CHISD will provide documentation to OCR evidencing that the training required by Action Item 1 has been completed, including the identity of the individual conducting the training and the individual’s qualifications, along with a copy of the materials or a summary of the material covered in such training and sign-in sheets or other documentation showing who attended the training.

INDIVIDUAL STUDENT

Action Item 2

By **May 31, 2021**, the CHISD will convene a group of persons knowledgeable about the Student to determine whether the Student needs compensatory and/or remedial services as a result of the CHISD’s alleged failure to provide special education or related aids and services to the Student during the XXXX school year, and any resulting educational loss suffered by the Student. If so, within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services, including a timeline for completion. The CHISD 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.

Reporting Requirements

- a) By **June 14, 2021**, the CHISD will submit to OCR 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 description of and schedule for providing any compensatory and/or remedial services to the Student, and documentation demonstrating that notice of procedural safeguards was provided to the Student’s parent(s)/guardian(s); and
- b) **Within 14 calendar days** of completing determined compensatory and/or remedial services to the Student, if such services are determined to be appropriate, the CHISD will provide OCR with documentation demonstrating completion of the respective services.

The CHISD 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 CHISD understands that during the monitoring of this Agreement, if necessary, OCR may visit the CHISD, interview staff, and request such additional reports or data, as are necessary for OCR to determine whether the CHISD has fulfilled the terms of this Agreement. Upon the CHISD's satisfaction of the commitments made under this Agreement, OCR will close the case.

The CHISD understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement. Before initiating such proceedings, OCR shall give the CHISD 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 CHISD's representative below.

Dr. Gerald Hudson
Superintendent
Cedar Hill Independent School District

Date