

Resolution Agreement
Houston Independent School District
OCR Complaint No. 06211260

The U.S. Department of Education, Office for Civil Rights (OCR) and the Houston Independent School District (HISD) enter into this resolution agreement (Agreement) to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by HISD. HISD 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 (amended 1992), 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, HISD agreed to resolve this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, HISD agrees to take the following actions:

ACTION ITEM I

HISD will provide information to OCR in connection with a training session for all (X---phrase redacted---X) teachers, counselors, administrators, and Section 504 Coordinators (HISD Staff) regarding its policies and procedures prohibiting retaliation against individuals who report disability-based discrimination. The training will include examples of conduct that may constitute retaliation, and review HISD's process for investigating allegations of retaliation. The training will be created by one or more individuals knowledgeable about the above-mentioned topics and may be delivered to HISD Staff in person or in an electronic format.

REPORTING REQUIREMENTS

By October 1, 2021, HISD will provide OCR the training materials reflecting the topics described in Action Item I that include, but shall not be limited to, the credentials of the individual(s) selected to conduct the training, a proposed plan for the training session (e.g., length of the training session, topics to be considered, etc.), and a copy of the training materials to be used by the trainer(s) and/or provided to attendees during the training session.

Within sixty (60) calendar days after submission of the above mentioned materials, HISD will conduct the training. The training must be provided to HISD Staff as defined above.

Within thirty (30) calendar days after conducting the final training session in accordance with Action Item I, HISD will provide OCR with documentation demonstrating the training session has been completed, including a list containing the printed name, signature, and title of each attendee, the materials used during the training, and any other information indicating that the training sessions were conducted in accordance with the requirements of this Agreement.

ACTION ITEM II

By **September 17, 2021**, HISD will provide the Complainant with an assurance that the Student’s ARD meetings will not be attended by (X---phrase redacted---X) during the 2021-2022 school year.

REPORTING REQUIREMENTS

Within ten (10) calendar days of providing the aforementioned assurance, HISD will provide OCR a copy of the assurance sent to the Complainant, including the e-mail address to which HISD sent the assurance.

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

HISD 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 HISD 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 HISD’s representative below.

Mr. Millard House II, Superintendent
Houston Independent School District

Date

Approved as to Form
Elneita Hutchins-Taylor, General Counsel
Houston Independent School District

Date