



RESOLUTION AGREEMENT

Carrollton-Farmers Branch Independent School District
OCR Case Number: 06-21-1287

The U.S. Department of Education, Office for Civil Rights, (OCR) and the Carrollton-Farmers Branch Independent School District (CFB ISD, District, or recipient) enter into this agreement (Agreement) to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District 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. § 794 *et seq.*, and its implementing regulations, 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 regulations, at 28 C.F.R. Part 35. Section 504 and Title II both prohibit discrimination on the basis of disability and retaliation. Prior to the completion of OCR's investigation as to the complaint, the District agreed to resolve this complaint pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, the District agrees to take the following actions.

A. ACTION ITEMS & REPORTING REQUIREMENTS:

Action Item 1 – Conduct Section 504/Title II Training for Relevant Staff

1. The District will conduct staff training at the District campuses identified below regarding the District's responsibilities under Section 504 and Title II. The trainings will be conducted by individuals knowledgeable about the laws and issues pertaining to Section 504 and Title II and may be delivered to District employees in an electronic format and/or multiple sessions.
 - a. The District will provide training to all District-level staff responsible for identifying, evaluating, and placing students pursuant to Section 504 and Title II; and to all staff at [XXXX XXXX XXXX XXXX XXXX XXXX] responsible for identifying, evaluating, and placing students pursuant to Section 504 and Title II; including, but not limited to, [XXXX XXXX] administrators, faculty, and counselors. At a minimum, the training will address the District's responsibility to provide a free and appropriate public education (FAPE) to qualified students with disabilities in the District's jurisdiction; which includes appropriately identifying, evaluating, and placing students who are believed to need or need special education and related services; providing appropriate regular or special education and related aids and services; and reevaluating a student's educational placement periodically and with respect to subsequent significant changes in placement; pursuant to the Section 504 and Title II implementing regulations respectively located at 34 C.F.R. §§ 104.33–104.35 and 28 C.F.R. § 35.130.
 - b. The District will provide training to all staff at [XXXX XXXX XXXX XXXX], including, but not limited to, [XXXX XXXX] administrators, faculty, and counselors. At a minimum, the training will address the District's responsibility to refrain from retaliating against individuals in a manner that interferes with any right or privilege secured by the civil rights laws and regulations enforced by OCR; or because an individual raises a complaint, testifies, or participates in any manner in an OCR proceeding, pursuant to the Section 504 and Title II implementing regulations respectively located at 34 C.F.R. § 104.61 and 28 C.F.R. § 35.134.

Reporting Requirements: Action Item 1

- a. **By February 28, 2022**, the District will provide OCR, for review and approval via email prior to conducting the trainings, information about the trainings described in Action Item 1 of this Agreement. This information will include, but not be limited to, a copy of all training modules, handouts, and materials that will be utilized during the training session(s); the name(s), credentials, and contact information of the individual(s) who will conduct the trainings; and a proposed plan/notification that the District will use to inform attendees of the mandatory training session(s) (e.g., topics to be discussed).
- b. **Within sixty (60) calendar days** after OCR approves the training-based information described in Reporting Requirement (a) for Action Item 1 of this Agreement, the District will conduct the trainings, as approved by OCR, for all District staff specified in Action Item 1 and will provide OCR with detailed information regarding the trainings. This information will include, but not be limited to, sign-in sheets for all training session(s) evidencing all staff who attended the trainings; the date the training session(s) were conducted; a copy of the training materials used; and the name(s), credentials, and contact information of the individual(s) who provided such trainings.

Action Item 2 – Offer to Evaluate Student A¹ pursuant to Section 504/Title II

2. **By October 1, 2021**, the District will notify the complainant in writing via email of its willingness to evaluate Student A pursuant to Section 504, at 34 C.F.R. § 104.35, if Student A enrolls in the District or provides proof of residency within the District's boundaries. The District will provide the complainant with a **minimum of twenty (20) calendar days** to respond to its offer to evaluate Student A and to provide documentation, consistent with what the District requires of all its students, demonstrating Student A's enrollment in the District or proof of residence within the District's boundaries.

Reporting Requirements: Action Item 2

- a. **By October 31, 2021**, the District will provide OCR with a copy of the notification sent to the complainant in accordance with Action Item 2.
- b. **By October 31, 2021**, the District will submit to OCR a confirmation (e.g., email) documenting whether the complainant has accepted the District's offer to re-evaluate Student A; whether the complainant has provided requisite documentation regarding Student A's enrollment or residence; and the scheduled date of the evaluation, as needed.

¹ OCR conveyed Student A's identity to the District within the Initial Data Request issued to CFB ISD in this case.

Action Item 3 – Evaluate Student A pursuant to Section 504/Title II and Provide Services if Requisite Documentation Provided

3. If documentation of Student A’s enrollment or residence within the District’s boundaries is provided in accordance with Action Item 2, **by December 31, 2021**, after providing proper written notice to the complainant, the District will convene a group of knowledgeable persons to evaluate Student A in accordance with Section 504/Title II to determine Student A’s appropriate regular or special education placements, aids, and services. As part of its meeting, the group of knowledgeable persons will also determine whether Student A needs compensatory and/or remedial services with respect to how Student A’s regular and/or special education or related aids and services were implemented by the District during the [XXXX XXXX] school year, including [XXXX to end of sentence]. If so, **within 2 weeks** of its determination, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond **June 2022**. The District will set forth the regular or special education and related aids, services, and placements in a written Section 504 Plan or written Individualized Education Program (IEP) and commence providing the services, unless prevented from doing so as explained in Reporting Requirement (c) below. The District will provide the complainant notice of the procedural safeguards including the right to challenge the group’s determination through an impartial due process hearing.

Reporting Requirements: Action Item 3

- a. If documentation of Student A’s enrollment or residence within the District’s boundaries is provided in accordance with Action Item 2, **by January 31, 2022**, the District will submit to OCR documentation which evidences its completion of a Section 504/Title II evaluation of Student A and the District’s decisions regarding Student A’s eligibility for services pursuant to Section 504/Title II, including a copy of the Section 504 Plan or IEP prepared for Student A, and Student A’s need for compensatory and/or remedial services. In addition, the District will submit to OCR documentation that notice of procedural safeguards was provided to the complainant.
- b. If documentation of Student A’s enrollment or residence within the District’s boundaries is provided in accordance with Action Item 2, **within 2 weeks** of the decision as to whether compensatory and/or remedial services are needed in accordance with Action Item 2, the District will submit to OCR documents supporting the group’s decision. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, and a description of and schedule for providing any compensatory and/or remedial services (if any) to Student A.
- c. Following the adoption of any plans by the District in order to comply with Action Item 2 of this Agreement, the District will provide documentation to OCR that any compensatory and/or remedial services deemed necessary to meet Student A’s individual educational needs have, in fact, been provided. If the District is prevented from providing compensatory and/or remedial services that the District determined to

be needed, the District will provide documentation to OCR demonstrating the District’s efforts to provide the services and the barriers to providing the services. Documentation of such implementation of compensatory and/or remedial services will be provided to OCR for each grading period, and **no later than 10 days after the end of each grading period remaining during the 2021–2022 school year.**

B. GENERAL TERMS & PRINCIPLES:

The District 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 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 and obligations of this Agreement. Upon the District’s satisfaction of the terms and obligations of this Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statutes and regulations. Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

C. EXECUTION:

This Agreement will become effective immediately upon the signature of the District’s representative below.

Dr. John E. Chapman, III, CFB ISD Superintendent of Schools

Date