



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

Renaissance Tower  
1201 Elm Street, Suite 1000  
Dallas, TX 75270

REGION VI  
LOUISIANA  
MISSISSIPPI  
TEXAS

**RESOLUTION AGREEMENT**  
**Spring Branch Independent School District**  
**OCR Complaint No. 06-23-1602**

The U.S. Department of Education, Office for Civil Rights, (OCR) and the Spring Branch Independent School District (the District) 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, 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.

**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 [redacted content] (the School) regarding the District’s responsibilities under Section 504 and Title II. The training must be provided to all staff at the School, including, but not limited to, administrators, teachers, and counselors. The training will be conducted by individuals knowledgeable about the laws and issues pertaining to Section 504 and Title II. The training may be delivered in an electronic format and/or multiple sessions. At a minimum, the training will address:
  - a. The District’s responsibility to provide non-academic and extracurricular services and activities in such manner as is necessary to afford students with disabilities an equal opportunity for participation in such services and activities; pursuant to the Section 504 implementing regulations located at 34 C.F.R. § 104.37(a)(1)-(2); and
  - b. The District’s responsibility to provide appropriate “auxiliary aids and services” to ensure that communication with students with hearing, vision, or speech disabilities is as effective as communication with students without disabilities; and, in determining what types of auxiliary aids and services are necessary, its responsibility to give primary consideration to the requests of individuals with disabilities; pursuant to the Title II implementing regulations located at 28 C.F.R. §§ 35.160(b)(1)-(2).

### **Reporting Requirements: Action Item 1**

- a. **By October 31, 2023**, the District will provide OCR, for review and approval via email prior to conducting the training described in Action Item 1, information regarding such training, including, 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(s)/notification(s) 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 information described in Reporting Requirement (a) for Action Item 1 of this Agreement, the District will conduct the training, as approved by OCR, for all District staff specified in Action Item 1 and will provide OCR with detailed information regarding the training. This information will include, but not be limited to, sign-in sheets for all training session(s) 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(s), credentials, and contact information of the individual(s) who provided such training.

### **Action Item 2 – Reevaluate, Provide Services to, & Ensure Effective Communication with the Student Pursuant to Section 504/Title II**

2. **By October 31, 2023**, after providing proper written notice to the complainant, the District will convene a group of knowledgeable persons to evaluate the Student in accordance with Section 504/Title II.
  - a. As part of its meeting, the group of knowledgeable persons will determine what appropriate auxiliary aids and services the Student requires to ensure that the District's communication with the Student is as effective as communication with students without disabilities, and, in determining such aids and services, the group will give primary consideration to the requests of the Student.
  - b. Further, the group will also determine whether the Student needs compensatory and/or remedial services with respect to (1) whether and how the District effectively communicated with and provided services to the Student, and (2) whether the District afforded the Student an equal opportunity to participate in non-academic and extracurricular activities, [redacted content].
  - c. If the District determines that the Student needs compensatory and/or remedial services, **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 **the end of the 2023-2024 school year**. The District will set forth the regular or special education and related aids, services, and placements in a written Section 504 Plan or written IEP and commence providing the services. The District will provide the complainant with notice of the District's procedural safeguards, including the right to challenge the group's determination through an impartial due process hearing.

## **Reporting Requirements: Action Item 2**

- a. **By November 15, 2023**, the District will submit to OCR documentation which evidences its completion of a Section 504/Title II evaluation of the Student and the District's decision regarding the Student's eligibility for services pursuant to Section 504/Title II, including a copy of the Section 504 Plan or IEP prepared for the Student. In addition, the District will submit to OCR documentation that notice of procedural safeguards was provided to the complainant.
- b. **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 the Student.
- 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 the Student'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 at regular intervals commensurate with the duration and scope of services rendered, and **no later than 10 days after the end of the 2023–2024 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.

The District also understands that OCR will not close the monitoring of this Agreement until such time as OCR determines that the District is in compliance with the terms of this Agreement and the statutes and regulations at issue in this case.

The District understands that OCR may initiate administrative enforcement proceedings or refer the case to the DOJ for judicial proceedings to enforce the specific terms of the agreement and 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.

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Dr. Jennifer Blaine, Superintendent  
Spring Branch Independent School District

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Date