

RESOLUTION AGREEMENT

St. Louis City School District
OCR Docket # 07151093

The St. Louis City School District (District), St. Louis, Missouri, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the above-referenced discrimination complaint against the District and to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code (U.S.C.) § 794, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and the implementing regulations of these federal laws.

The District is resolving this complaint during OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*.¹ Therefore, OCR has not made any findings of fact or law, or issued a final determination with respect to this complaint. The District agrees to take the following actions, but nothing contained in this Agreement shall be construed to constitute an admission on the part of the District to any allegation in this complaint:

I. GENERAL PROVISIONS

- 1) This Agreement resolves the allegation in OCR Docket No. 07151093 and does not constitute an admission by the District of any violation of Section 504, Title II, or any other law.
- 2) This Agreement shall become effective upon the District's receipt of a letter from OCR advising the District that this Agreement resolves the allegation made in OCR Docket No. 07151093.
- 3) OCR agrees to discontinue its investigation of OCR Docket No. 07151093 based upon the District's commitment to take the actions specified in this Agreement which, when fully implemented, will resolve the allegations in this case and any other issues identified by OCR during the course of its investigation.
- 4) 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 necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II; provided that any contact

¹ OCR's *Case Processing Manual* may be accessed at <http://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.html>.

with or request of the District by OCR be communicated through the District's attorneys assigned to this case.

- 5) The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in these cases. OCR will consider the District to have fulfilled the terms of this Agreement and to be in compliance with the regulations implementing Section 504 and Title II upon OCR's determination that the District has completed the three Reporting Requirements listed below in Section II.
- 6) The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

II. RESOLUTION PROVISIONS

- 7) **Within two weeks after the start of school**, the District will convene a meeting at a mutually agreeable date and time, which shall include the Student's parents and other individuals knowledgeable about the Student (team), to discuss and determine whether compensatory education or services (e.g., one-on-one tutoring outside the academic day, summer classes, counseling, etc.), are necessary to address the alleged denial of a free appropriate public education (FAPE) resulting from the failure to provide paraprofessional services and physical education for the Student during a portion of the 2014-15 school year. The team will further review the Student's plan to ensure paraprofessional services are provided without interruption during the 2015-16 school year.

If the team determines that compensatory education or services are appropriate, the team will discuss and determine the type, frequency, duration, and location of appropriate compensatory services that will accommodate the Student's schedule. Such compensatory services will be provided at no cost to the parents and will not be scheduled during the Student's school day or other educational and non-academic activities associated with his school. In addition, the provision of any tutoring or educational programs will be provided by qualified staff.

- 8) Subsequent to the team's decision about possible compensatory services, the District and the parents may mutually agree to change the schedule of compensatory services, including the type of compensatory services, based on the individual needs of the Student, which may change over time. If the parties change the schedule or type of

compensatory services, the change will be reflected in a written agreement signed and dated by the District and the parents.

- 9) The District shall not be obligated to provide specific compensatory services if the parent declines those services in writing or does not respond to the District's offer within two weeks of the date of the District's offer. If the parent does not make the Student available at the scheduled date or time for a compensatory service, that service will be considered waived by the parents for that day or time, unless the Student is physically ill, in which case the missed service will be rescheduled.
- 10) If applicable, the District will provide the Student transportation to and from the location of the compensatory services.
- 11) The District will provide the parents a copy of the District's notice of the procedural safeguards at the end of the meeting and explain to the parents their right to challenge the team's determination of compensatory services via a Section 504/Title II impartial hearing.

REPORTING REQUIREMENTS FOR ITEMS 7-11, ABOVE:

- a) **Within one week of the multidisciplinary team meeting** to determine possible compensatory services, the District will provide to OCR for review all documentation and information considered and created by the multidisciplinary team, including 1) information provided by the parents and the District, 2) a sign-in sheet with the date of the team meeting signed by each team member, 3) a copy of the compensatory services plan and specific schedule of services, if applicable, 4) the specific reason(s) for rejecting any particular compensatory service or program, if applicable, and 5) the District's plan to provide paraprofessional services for the Student during the 2015-16 school year.
- b) **Within one week of receiving OCR's response to the information provided regarding the multidisciplinary team meeting** to determine possible compensatory services and if the multidisciplinary team agreed to specific compensatory services, the District will send a letter to the parents enclosing a schedule of the services, classes, or programs the team agreed to, including the anticipated dates and amount of compensatory time for each. The letter will be sent certified mail, return receipt requested, and the OCR investigator will be copied on the letter.
- c) If the multidisciplinary team agreed to specific compensatory services, the District will maintain a log specifying the date and the start and end time that compensatory services were provided to the Student for each session, class, or program, along with the amount of compensatory services time. The District

will provide OCR a copy of the log **at the end of each academic semester** (and summer, if applicable) until the District has provided the agreed-to amount of compensatory services.

TRAINING

- 12) The District will provide training on the subject of Section 504 and Title II compliance and the anti-discrimination and anti-retaliation requirements of those laws, to the designated Section 504 compliance coordinator and investigator(s) and to the District's building administrators, who will subsequently provide training and materials to their staff, including other administrators, teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, counselors, . The training will be conducted by an individual(s) knowledgeable about the laws and issues pertaining to Section 504 and Title II compliance and the specific topics listed below. The training will include:
- a) A discussion and distribution to trainees of the District's Section 504 and Title II policies, procedures, manual, and notice of procedural safeguards.
 - b) The identification of the District's Section 504 and Title II coordinator, including required contact information, and an explanation of the responsibilities of the coordinator(s).
 - c) A discussion of the general anti-discrimination provisions of Section 504 and Title II, including the prohibition against denying a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit, or service of the District.²
 - d) A discussion of Section 504's identification criteria and examples of situations in which school personnel may reasonably conclude that a student needs or is believed to need special education or related aids and services, including 1) when a teacher, based on observation of or work with the student, expresses the view that an evaluation is needed, or 2) when the parent of a student has requested an evaluation. This discussion will include a review of OCR's Q&A on the Amended ADA, including the answer to question # 9 in that guidance document.
 - e) A discussion and distribution to trainees of the District's revised notice of nondiscrimination, and anti-discrimination and anti-retaliation policies and procedures, including the District's grievance procedures for complaints of discrimination and how to file a complaint of discrimination.

² See, 28 C.F.R. § 35.130(b)(1)(i), (ii) and (vii) (Title II), and 34 C.F.R. § 104.4(b)(1)(i), (ii) and (vii) (Section 504).

REPORTING REQUIREMENT: By **September 15, 2015**, the District will provide training in accordance with the requirements of this Agreement to District principals and administrators. In turn, the principals of each school will ensure their staff is trained by **October 1, 2015**. By October 15, 2015, the District will provide to OCR documentation showing it has completed the training. The District will provide to OCR documentation showing it has completed the training. The documentation must identify the:

- i. Date, time, and location of the training.
- ii. Topics addressed at the training (the District may provide OCR an outline of the training and copy of the materials disseminated in connection with the training).
- iii. Name(s), title(s), and credentials of the individual(s) who conducted the training.
- iv. Name, title, and work location of each employee who attended the training (a sign-in sheet with the attendees' names, signatures, titles, and work locations is sufficient).

 /s/ Kevin R. Adams
Dr. Kelvin R. Adams, Superintendent
St. Louis City School District
St. Louis, Missouri

 8/5/2015
Date