

RESOLUTION AGREEMENT

St. Louis City School District
OCR Docket # 07151124

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. 07151124 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. 07151124.
- 3) OCR agrees to discontinue its investigation of OCR Docket No. 07151124 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 with or request of the District by OCR be communicated through the District's attorneys assigned to this case.

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

- 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 five (5) school days of the date that the Agreement is signed, the District will implement the complainant's client's son's (Student) most recent 504 Plan, documenting the implementation appropriately, until an updated 504 Plan is developed and implemented in accordance with the procedural requirements of Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36.
- 8) **Within two weeks after this Agreement** is signed, the District will convene a multidisciplinary 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 specific compensatory education or services (e.g., one-on-one tutoring outside the academic day, summer classes, counseling, etc.), to address the alleged denial of a free appropriate public education (FAPE) during a portion of the 2014-15 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. 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.

- 9) 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.

- 10) 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.
- 11) If applicable, the District will provide the Student transportation to and from the location of the compensatory services.
- 12) 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 7-12, ABOVE:

- a) By October 15, 2015, the District will provide OCR with a copy of its documentation of the implementation of the Student's 504 Plan, for the first semester of the 2015-16 school year.
- b) **Within one week of the multidisciplinary team meeting** to determine 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, and 4) the specific reason(s) for rejecting any particular compensatory service or program, if applicable.
- c) **Within one week of receiving OCR's response to the information provided regarding the multidisciplinary team meeting** to determine compensatory services, the District will send a letter to the parents enclosing a schedule of the specific compensatory 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.
- d) 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. 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 required amount of compensatory services.

SECTION 504 PRACTICES POLICIES AND PROCEDURES

13) By March 1, 2016, the District will review, and if necessary, revise the District's Section 504 practices, policies, procedures, manual, forms, and notices to comply with Section 504 regarding the identification, evaluation, and educational placement of students who, because of a disability, need or are believed to need special education or related services (*See* 34 CFR 104. Subpart D).

- a) The District's reviewed or revised Section 504 practices, policies, procedures, manual, forms, and notices will ensure, at a minimum, that the placement decision is made by a group of persons, including persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.

REPORTING REQUIREMENT: By March 1, 2016, the District will provide to OCR documentation of its review or copies of its draft revised Section 504 practices, policies, procedures, manuals, forms and notices for OCR's review and approval.

TRAINING

14) The District will provide training on the subject of the identification, evaluation, and educational placement of students who, because of a disability, need or are believed to need special education or related services under Section 504, to the Coordinator at the Office of Health Services. The training will be conducted by an individual(s) knowledgeable about the laws and issues pertaining to Section 504 compliance and the specific topic listed below. The training will include:

- a) A discussion that the placement decision of students who, because of a disability, need or are believed to need special education or related services is made by a group of persons, including persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.
- 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

REPORTING REQUIREMENT: By September 1, 2016, the District will provide training in accordance with the requirements of this Agreement. By October 1, 2016, 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 at 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

 3/30/15
Date

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).