

RESOLUTION AGREEMENT

Stigler School District
OCR Docket Number 07161049

The Stigler School District (District), Stigler, Oklahoma, 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 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, and its implementing regulations at 28 C.F.R. Part 35.

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 of the allegations in this complaint:

TRAINING

1. The District will provide training on the subject of Section 504, Title II and the Individuals with Disabilities Education Act (IDEA) processes and policies to District officials and staff, including but not limited to, administrators, teachers, staff, counselors, paraprofessionals employed by the District at the time the training is conducted, and the designated Section 504 Title II compliance coordinator and investigator(s). The training will be conducted by an individual knowledgeable about the laws and issues pertaining to Section 504, Title II, and IDEA compliance and the specific topics below. The training will consist of:
 - a) A review of the District's relevant policies related to the identification, evaluation and placement of students with disabilities under IDEA and Section 504.
 - b) A review of the District's relevant policies related to the implementation of 504 Plans and Individualized Education Programs of disabled or special education students.
 - c) Training on transition services and how best to develop them for disabled students for purposes of their continued success upon graduation from the high school.
 - d) Training on civil rights laws related to the education of students with disabilities specifically Section 504, Title II, and IDEA.

¹ The *Case Processing Manual* is available on OCR's website at <http://www.ed.gov/about/offices/list/ocr/docs/ocrcpm.html>.

e) A discussion of compliance with Section 504 and Title II, including identification of potentially qualifying students, evaluations, placement decisions, provision of a free appropriate public education, and procedural safeguards.

REPORTING REQUIREMENT:

By **November 1, 2016**, the District will provide training in accordance with the requirements of this Agreement. By **November 15, 2016**, the District will provide to OCR documentation showing it has completed the training. The documentation must identify the:

- 1) Date, time, and location of the training.
- 2) Topics addressed at the training (the District may provide OCR an outline of the training and copy of the materials disseminated at the training).
- 3) Name(s), title(s), and credentials of the individual(s) who conducted the training.
- 4) 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).

STUDENT FOCUSED REMEDIES

2. The District will, in consultation with the Student and the Complainant, identify and secure computer training for the Student, including training through the XXXXXXXX XXXXXX. The training provided to the Student will address skills designed to assist him in transitioning into the workforce. This class or these classes shall be structured in such a way as to provide the Student compensatory and/or remedial services. A more detailed description of the training class is below:
 - a. The School District will offer Student a beginning computer course in the summer or fall of 2016. Unless unanticipated circumstances arise that are beyond the School District's reasonable control, that course will be provided in Stigler with instruction provided by an instructor from the XXXXXXXXX XXXXXX.

REPORTING REQUIREMENT:

By **December 15, 2016** the District will place the Student in the computer training class. By **December 15, 2016**, the following information shall be provided to OCR:

- 1) The name of the computer training class provided to the Student.
- 2) The dates of the computer training classes.
- 3) The syllabus and description of the training class.
- 4) The name and qualifications of the class instructor.

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 this case.

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 and that all actions taken to comply with the requirements of the Agreement are subject to OCR’s review and approval. 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, which were at issue in this case.

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 no more than 60 (sixty) calendar days to cure the alleged breach.

The person(s) signing for the District represents that he is authorized to bind the District and to this agreement.

For the District:

XXXXX XXXXXXXX, Superintendent of the District

August, 2016
Date