

RESOLUTION AGREEMENT

Lawrence Unified School District #497
Complaint Number 07-16-1220

The U.S. Department of Education, Office for Civil Rights (OCR) and the Lawrence Unified School District #497 (District), Lawrence, Kansas, enter into this Resolution 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 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 which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, the District agrees to take the following actions:

1. Within four weeks of the date of this Agreement the District will, after consultation with the Complainant, schedule time for the student's therapist to observe the student in the school setting. If Student is absent from school to attend counseling sessions, Student will be provided an excused absence and not an absence that would count toward truancy.

REPORTING REQUIREMENT:

Within 15 days following the completion of the requirements of item 2 below, the District will provide OCR documentation showing observation sessions for the Student's therapist have been scheduled as set out in item 1. To the extent any absences occur for counseling purposes within the reporting period, District will provide records to establish the absence was counted as "excused" and thus not counted toward truancy.

2. Within 45 calendar days of the date of this Agreement, the District will provide to the Complainant a written invitation to meet with one or more District administrators to discuss and, if applicable, set dates for reenrolling the Student in the District, reevaluating him for services appropriate for his disability, and convening a team at the school the Student will attend (if he reenrolls in the District) to review and revise his Individualized Education Plan (IEP). The invitation will identify the District administrator(s) who will be present and will include a statement that the Complainant's participation in the meeting is voluntary and that there will be no adverse consequences for her or the Student if she declines the invitation. The invitation will explain that the Complainant is to provide her response to the invitation no later than thirty calendar days from the date of the invitation and will describe how and to whom the Complainant is to communicate her response to the invitation.

REPORTING REQUIREMENT:

Within 30 calendar days of completion of item 2, the District will provide OCR documentation demonstrating satisfactory completion of the requirements of item 2. The documentation will include a copy of the written invitation and evidence of the method by which the invitation was delivered to the Complainant (such as a copy of an email (with attachments, if applicable), evidence of delivery by U.S. Postal Service, written certification of hand delivery, in-person, etc.

3. The District will document the Complainant's response or lack of response to the invitation described in item 2 above and, if the Complainant accepts the District's invitation to meet, will document the results of the meeting. Documentation of the meeting will include the date, time and place of the meeting; the names and titles of the persons present at the meeting; and the results of the meeting. Discussion during the meeting will address the options the Student has for enrollment in the District and an assurance that the Student's disability-related absences will not be counted against him and not considered unexcused absences for truancy purposes. Complainant will provide District medical documentation when an absence is related to Student's disability so District can, pursuant to Kansas law, conclude the absence is excused and therefore is not counted for truancy purposes.
4. If the Complainant reenrolls the Student in the District, within thirty calendar days of the date of the Student's enrollment, the District will convene a team to review the Student's IEP to assess any new or additional information the complainant provides, determine whether a re-evaluation is required and to revise the Student's IEP to include clear language that states that the Student's disability-related absences, which Complainant has documented with medical verification pursuant to item 3., will not be counted against him and not considered unexcused absences for truancy purposes.
5. The District will take all steps necessary to ensure the full implementation of the provisions of his IEP. The District will provide written notice to all administrators, teachers, nurses, and staff responsible for providing services to him of the requirements of his IEP and their obligation to fully comply with the provisions of his IEP.

REPORTING REQUIREMENTS:

Within two weeks of the completion of the IEP team meeting, the District will provide OCR with documentation of the IEP team meeting required by paragraphs 2 and 4, as well as documents supporting the team's decisions regarding special education or related services for OCR's review and approval. 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 educational and/or remedial services (if any) to the Student. OCR will review the documentation to ensure that the District met the procedural requirements of the regulations implementing Section 504, at 34 C.F.R. §§104.34, 104.35 and 104.36, in making these determinations.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 and the implementing regulations of these federal laws.

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.

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

/s/ Anna Stubblefield
Anna Stubblefield
Interim Superintendent of the District

11/15/17
Date