

RESOLUTION AGREEMENT

Jenks Public Schools, Jenks, Oklahoma
OCR Docket Number 07171197

The U.S. Department of Education, Office for Civil Rights (OCR) and the Jenks Public Schools, Jenks, Oklahoma (District), enter into this Resolution Agreement (Agreement) to resolve the allegations made in the above-referenced discrimination 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), 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, respectively.

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, to resolve the issues of this investigation, the District agrees to take the following actions.

SECTION 504 AND TITLE II POLICIES AND PROCEDURES

The District shall revise its Section 504 and Title II policy, including policy 3.17 (*Educational Services for Students under Section 504 and Title II of the Americans with Disabilities Act*), and any related procedures, manual, forms, and notices, as follows:

- 1) Insert language in the section entitled *Appropriate Education* of policy 3.17 and any related procedure, indicating that services necessary to provide a qualified student a free appropriate public education (FAPE) will be provided by the District at no cost to the parent or guardian, including those services necessary for the student's participation in District-sponsored academic programs such as class field trips;
- 2) Insert a section entitled *Nonacademic and Extracurricular Services and Activities* in policy 3.17 and any related procedure and include the following or similar language: "The District shall ensure that students with disabilities participate with students without disabilities in nonacademic and extracurricular services and activities to the maximum extent appropriate to the needs of the student with a disability. Nonacademic and extracurricular services and activities include, but are not limited to, meals, recess periods, counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies which provide assistance to students with disabilities, and employment of students;" and
- 3) Insert language in the section entitled *Section 504/Title II Plan* indicating that regular or special education and related services, including supplementary aids, services, accommodations, and modifications, will be included in a student's Section 504/Title II plan, or IEP, if applicable, to enable the student to participate in academic programs, such as District-sponsored class field trips, and to participate in nonacademic or extracurricular activities with students with and without disabilities.

REPORTING REQUIREMENT: By **November 1, 2017**, the District will provide to OCR copies of its draft revised Section 504 and Title II policy, and any related procedures, manual, forms, and notices, for OCR’s review and approval.

COMMUNICATION OF SECTION 504 AND TITLE II POLICIES AND PROCEDURES

- 4) The District shall communicate its revised Section 504 and Title II policy, and any related procedures, manual, forms, and notices (policies and procedures), to all District administrators, board members, officials, and employees by:
 - a) Disseminating those revised policies and procedures via the District’s electronic communications (email) system; and
 - b) Including those revised policies and procedures on the District’s website.

REPORTING REQUIREMENT: Within **30 calendar days of receiving OCR’s approval** of the District’s revised Section 504 and Title II policies and procedures, the District will provide to OCR 1) a copy of the District’s email message and attachments distributing the revised policies and procedures via the District’s email system, and 2) links to the policies and procedures on the District’s website.

INDIVIDUAL RELIEF

- 5) **By November 1, 2017**, the District will convene a meeting at a mutually agreeable date and time, which shall include the parent(s), student (if appropriate), and other individuals knowledgeable about the student (multidisciplinary team or team), to discuss and determine specific compensatory education or services to address the denial of FAPE resulting from the exclusion of the student during the XXXXX field trip during the XXXX XXXXX semester. A determination of compensatory education or services (compensatory services) will be made by the team.
- 6) 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 Complainant and will not be scheduled during the student’s school day or other educational, extracurricular, and non-academic activities associated with his school, unless the complainant agrees to a particular compensatory service, such as another field trip during the academic day, and the District provides the student with any missed class content during the field trip. In addition, the provision of any tutoring or educational programs will be provided by qualified staff.
- 7) The District and the Complainant 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 Complainant.

- 8) The District will provide the Student transportation to and from the location of the compensatory services, if necessary. The District also may reimburse the Complainant for round-trip mileage from her residence to the location of compensatory services, for each day of the Student's compensatory services, if she chooses to transport her son instead of accepting transportation from the District.
- 9) The District will email to the Complainant a copy of the District's notice of the procedural safeguards prior to the team meeting.

REPORTING REQUIREMENTS FOR ITEMS 5-9, ABOVE:

- a) **Within one week of the 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 Complainant 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.
 - b) **Within one week of receiving OCR's response to the information provided regarding the team meeting** to determine compensatory services, the District will send a letter to the Complainant enclosing a description or schedule of the specific compensatory services, classes, or program(s) the team agreed to, including the anticipated dates and amount of compensatory time for each, and a copy of the District's notice of procedural safeguards. The letter will be sent certified mail, return receipt requested, to the Complainant, and the OCR investigator will be copied on the letter.
 - c) 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 to the designated OCR staff member via email 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.
- 10) **By March 1, 2018**, the District will provide training on the subject of Section 504 and Title II compliance and the anti-discrimination, anti-harassment, and anti-retaliation requirements of those laws, to District officials and staff, including but not limited to, administrators, teachers, substitute teachers, staff, paraprofessionals, counselors, and the designated Section 504/Title II compliance coordinator and investigator(s). The training will be conducted by an individual(s) knowledgeable about the laws and issues pertaining to disability discrimination,

and in particular Section 504 and Title II. The training will include a discussion and distribution to trainees of the District's revised Section 504 and Title II policies and procedures, including:

- a) The general anti-discrimination provisions of Section 504 and Title II.¹
- b) The child find, identification, evaluation, and placement procedures, including a discussion that evaluation and placement decisions must be made by the multi-disciplinary team.
- c) The provision of FAPE, including appropriate accommodations and modifications or supports, for school field trips and other academic programs, either on or off school campus.
- d) The provision of 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, including a description of non-academic and extracurricular activities set forth in 34 C.F.R. § 104.37(2).
- e) The responsibility of the District, not parents, guardians, family members, or others, to provide and pay for the cost of FAPE, including accommodations, modifications, services, and supports, determined by the multidisciplinary team.
- f) The proper implementation of Section 504/Title II (or IEP) Plans.
- g) Identification of the District's Section 504 and Title II compliance coordinator, including the coordinator's required contact information.
- h) An explanation of the responsibilities of the coordinator.

REPORTING REQUIREMENT: By March 15, 2018, the District will provide to OCR documentation showing it has completed the training set forth above. 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).

¹ 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).

GENERAL PROVISIONS

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 are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with Section 504 and Title II. Upon completion of the obligations under this Agreement, OCR shall close 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 sixty (60) calendar days to cure the alleged breach.

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

The individual signing for the District represents that he is authorized to bind the District to this Agreement.

/s/ Stacey Butterfield
Dr. Stacey Butterfield, Superintendent

10/4/17
Date