

Resolution Agreement
OCR Case No. 07-18-1044
Kansas City Public Schools

The U.S. Department of Education (Department), Office of Civil Rights (OCR), and Kansas City Public Schools (District), Kansas City, Missouri, enter into this agreement to resolve the allegation in 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 the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), and its implementing regulation at 28 C.F.R. Part 35, prohibiting discrimination on the basis of disability by recipients of Federal financial assistance from the Department and by 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. After providing prior written notice to the Complainant, the District will convene a team meeting to determine whether there was a failure to implement the Student's Individualized Education Program (IEP) during the 2017-18 school year, specifically regarding the provision of XXXXX XXXXX XXXXX XXXXX transportation to and from her School as a related service, and the impact any failure had on the Student's ability to access the special education and related services provided in her IEP during the 2017-18 school year. The team will determine whether compensatory education or services for the Student are appropriate in light of any failure to implement the referenced provision of the Student's IEP. If the team determines that the Student should receive compensatory education or services:
 - a. The team will discuss and determine the type, frequency, duration, and location of appropriate compensatory education and services that will accommodate the Student's schedule.
 - b. Compensatory education and services will be provided at no cost to the Complainant prior to or during the 2018-19 school year and will not be scheduled during the Student's school day. In addition, the provision of any tutoring or educational programs will be provided by qualified staff.
 - c. The District and the Complainant may mutually agree to change the schedule of compensatory education and 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.
 - d. The District shall not be obligated to provide specific compensatory education and

services if the Complainant 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 Complainant does not make the Student available at the scheduled date or time for the compensatory education and service, that service will be considered waived by the Complainant for that day or time, unless the Student is physically ill, in which case the missed service will be rescheduled.

- e. If applicable, the District will provide the Student transportation to and from the location of the compensatory education and services.
- f. The District will provide the Complainant notice of its decisions and Section 504 procedural safeguards/due process rights pursuant to 34 C.F.R. § 104.36 (notice, an opportunity to examine relevant records, an impartial hearing with opportunity for participation by the parents/guardians and representation by counsel, and a review procedure).

REPORTING REQUIREMENT 1: By September 28, 2018, the District will provide OCR all documentation considered and created by the team meeting held pursuant to Item 1 of this Agreement. If the team determines that no compensatory education or services are necessary, the District will provide OCR a written explanation for the determination, including a description of the information the team considered and all documentation supporting the determination.

REPORTING REQUIREMENT 2: If the team determines that compensatory education and services are necessary, within 30 days of the team meeting, the District will send a letter or email to the Complainant, with a copy to OCR, specifying the schedule for compensatory education and services for the Student, including the anticipated dates and amount of compensatory time.

REPORTING REQUIREMENT 3: If the multidisciplinary team determines that compensatory education and services are necessary, within 30 days of the completion of the provision of the compensatory education and services, the District will provide OCR documentation demonstrating that it has provided all of the compensatory education and services to the Student.

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 District has fulfilled the terms of this Agreement and is in compliance with Section 504, Title II, and their implementing regulations which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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

