

RESOLUTION AGREEMENT

De Soto U.S.D. # 232

OCR Docket Number 07191030

The De Soto U.S.D. # 232 (District), Kansas City, Missouri, submits this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced complaint. 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. The District voluntarily agreed to resolve this complaint prior to the conclusion of OCR's investigation, pursuant to Section 302 of OCR's *Case Processing Manual*. This Agreement does not constitute an admission of liability, noncompliance, or wrongdoing by the District. Accordingly, the District agrees to take the following actions:

A. POLICIES AND PROCEDURES

The District will assess and revise, as necessary, its Section 504 and Title II policies and procedures to ensure that it appropriately and timely identifies, refers, and evaluates all students who, because of disability, need or are believed to need, special education or related aids and services, including accommodations or interventions. The District's Section 504/Title II policies and procedures shall ensure:

- (1) The District properly evaluates a student before taking any action with respect to the initial placement of the student in regular or special education and any subsequent significant change in placement;
- (2) The District's use of a multi-tiered system of supports (MTSS), including response to intervention (RTI) services and interventions, cannot delay, deny, or supplant, a full and individual evaluation of a child suspected of having a disability or a reevaluation; and
- (3) The District will obtain parental consent for an evaluation or reevaluation within a reasonable period of time after the identification or referral of a student for evaluation/reevaluation.

REPORTING REQUIREMENT: By **August 1, 2019**, the District will provide to OCR a copy of its revised policies and procedures in accordance with this Agreement.

B. INDIVIDUAL RELIEF

- (1) **Within two weeks after this Agreement** is signed, the District will convene a multidisciplinary team (MDT), which shall include the parent(s), applicable District staff, and other individuals knowledgeable about the Complainant's son, to meet at a mutually agreeable date and time. The MDT shall determine if compensatory education or services are appropriate. If compensatory education or services are determined appropriate, the MDT shall determine the number of hours of compensatory education or services (e.g., one-on-one tutoring outside the academic day, summer classes, etc.) necessary to address the

alleged denial of a free appropriate public education (FAPE) resulting from the alleged failure to timely evaluate and determine the Complainant's son's (Student) eligibility under Section 504 and Title II. The MDT shall develop a process to ensure the compensatory services are provided in a timely manner. The determination of the type of compensatory education or services (compensatory services) will be made considering information starting with the beginning of the spring 2018 semester.

(2) If the MDT determines compensatory services are appropriate, the MDT will discuss and determine the type, frequency, duration, and location of the appropriate compensatory services, and will accommodate the Student's schedule. Compensatory services will be provided at no cost to the Student, 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 individuals or service providers.

(3) If the MDT determines compensatory services are appropriate, the District will provide the Student transportation to and from the location of the compensatory services. If the Complainant chooses to transport her son instead of accepting transportation from the District, the District will reimburse the Complainant for round-trip mileage from her residence or other location to the location of compensatory services for each day of the Student's compensatory services sessions.

(4) The District will provide to the Complainant, via email, a copy of the District's notice of procedural safeguards, with OCR copied on the email, prior to the MDT meeting referred to in item 2, above. This will include a written explanation of the Complainant's right to challenge the team's determination via a Section 504/Title II impartial hearing (or other applicable dispute resolution procedure).

REPORTING REQUIREMENTS FOR ITEMS IN SECTION B, ABOVE:

- a) **Within one week of the MDT meeting** to determine whether compensatory services are warranted, the District will provide to OCR a copy of all documentation and information considered and created by the MDT, including 1) information provided by the Complainant and the District, 2) a sign-in sheet with the date of the MDT meeting signed by each team member, 3) a copy of any compensatory services plan and specific schedule of services, 4) all documentation of the determinations made by the MDT with regard to compensatory services, and 5) the specific reason(s) for rejecting any proposed compensatory service or program, if applicable.
- b) **Within two weeks of the MDT meeting** to determine whether compensatory services are warranted, the District will email a letter to the Complainant with an offer of the specific compensatory services, classes, or programs the MDT 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 OCR investigator will be copied

on the email. The email will advise the Complainant that she has two weeks within which to accept or decline, in writing, the District's offer. The email also will advise the Complainant that if she has not replied within two weeks, the District will deem the offer of compensatory services to be declined.

- c) If Complainant accepts the District's offer of 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 to OCR 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.

C. TRAINING

(1) The District will provide training on the subject of Section 504 and Title II compliance to District officials and staff, including administrators, teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, counselors, the designated Section 504 compliance coordinator and investigator(s), and other District staff who teach, supervise, or provide services to District students with disabilities. The training will be conducted by an individual(s) knowledgeable about the laws and issues pertaining to Section 504 and Title II compliance. The training will include:

- a) A review of the District's revised Section 504 and Title II policies and procedures, and identification of the District's Section 504/Title II Coordinator, including the Coordinator's contact information.
- b) A discussion of the District's child find obligation to appropriately and timely identify and refer students who, because of a disability, need or are believed to need special education or related aids and services. This discussion will include examples of situations in which school personnel may reasonably conclude that a student needs or is believed to need special education or related aids and services, including, but not limited to, 1) when a teacher, based on observation of or work with the student, expresses the view that an evaluation is needed, or 2) when the parent of a student has requested an evaluation.
- c) An explanation that a parent may request an initial evaluation or a reevaluation to determine if a child is a child with a disability, and the use of MTSS, including RTI services and interventions, cannot be used to delay, deny, or supplant a full and individual evaluation of a child suspected of having a disability.
- d) An explanation that the District must seek parental consent for the evaluation within a reasonable period of time after the identification or referral of a student for evaluation or reevaluation.

- e) A discussion of the District’s evaluation and eligibility determination procedures and timeframes required under Section 504 and Title II, in accordance with 34 C.F.R. § 104.35.

REPORTING REQUIREMENT: By **August 10, 2019**, the District will provide training in accordance with the requirements of this Agreement. **Within 30 days after training is provided**, the District will provide to OCR documentation showing it has completed the training. The documentation must identify the following:

- a) Date, time, and location of the training.
- b) Topics addressed at the training (the District may provide OCR an outline of the training and copy of the materials disseminated at the training).
- c) Name(s), title(s), and credentials of the individual(s) who conducted the training.
- d) 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).

GENERAL PROVISIONS

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 are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504, 29 U.S.C. § 794 at 34 C.F.R. § 104.44, and with 2 U.S.C §12131 at 28 C.F.R. §35.130. 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 authorized representative below.

/s/ Frank Harwood
Frank Harwood, Superintendent of the District

4/30/2019
Date