

Resolution Agreement
OCR Case No. 07-20-1127
Liberty #53 School District

The Liberty #53 School District (District) enters into this agreement to resolve the allegations in the above-referenced complaint filed under Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance (FFA), and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35 which prohibit discrimination on the basis of disability by public entities.

Before OCR completed its investigation, the District agreed to resolve the complaint pursuant to Section 302 of OCR's *Case Processing Manual*.¹ OCR has not made any conclusions of law or issued a final determination with regard to this complaint. While the District agrees to take the following actions, nothing contained in this Agreement shall be construed as an admission on the part of the District to the allegations in the complaint.

Individual Remedies

1. By _____, 2020 or within 5 business days of the reopening of Kid's Zone, whichever occurs first, the District will complete a plan consistent with the requirements of Section 504 and Title II, that will be designed to provide the Student an equal opportunity to participate in Kid's Zone. The plan will take into account the needs of the Student in determining the aids, benefits, or services to be provided the Student at Kid's Zone.

REPORTING REQUIREMENT 1: By _____, 2020 or within 10 business days of completion of the plan developed pursuant to Item 1 above, whichever occurs first, the District will provide OCR a copy of the plan, the names and positions of the individuals responsible for developing the plan, and a brief explanation of how the plan meets the needs of the Student at Kid's Zone.

2. By _____, 2020 or within 10 days of the reopening of Kid's Zone, whichever occurs first, the District will implement the plan developed pursuant to Item 1 above.

REPORTING REQUIREMENT 2A: By _____, 2020, the District will provide OCR documentation of the District's implementation of the plan for the Student's first semester of the 2020-21 school year. If any changes are made to the plan during the first semester of the 2020-21 school year, the District will provide OCR a copy of the revised plan and identify each change in the plan and state the reason(s) for the change.

¹ The *Case Processing Manual* is available on OCR's website at <https://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.pdf>.

REPORTING REQUIREMENT 2B: By _____, 2021, the District will provide OCR documentation of the District’s implementation of the plan for the Student’s second semester of the 2020-21 school year. If any changes are made to the plan during the second semester of the 2020-21 school year, the District will provide OCR a copy of the revised plan and identify each change in the plan and state the reason(s) for the change.

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 and its implementing regulation at 34 C.F.R. § §104.4 and 104.38. 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.

Superintendent or Authorized Designee
Liberty #53 School District

Date