

## **RESOLUTION AGREEMENT**

Orion Education and Training  
OCR Case Number 07211015

Orion Education and Training (Orion), Clearwater, Kansas, voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the allegation of retaliation against Orion in the above-referenced complaint, prior to the conclusion of OCR's investigation, and to ensure compliance with Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35.

OCR has not made any conclusions of law or issued a final determination with respect to this complaint. While Orion agrees to take the following actions, nothing contained in this Agreement shall be construed as an admission on the part of Orion to the allegations in the complaint.

The Orion agrees to take the following actions:

### **Action Item 1: STAFF TRAINING**

By no later than May 14, 2021, Orion will provide training on Orion's obligations to students and parents under Title II, to staff members who have any responsibility for the provision of services to students with a disability, and to the designated compliance coordinator(s), investigator(s), and other Orion personnel who have responsibility for handling or investigating complaints of disability discrimination or retaliation. The training will be conducted by an individual(s) knowledgeable about the law and issues pertaining to Title II compliance and may be conducted via video or other remote means. The training will include an explanation of legal standards applicable to Title II and what constitutes retaliation; and Orion personnel's responsibility to notify Orion's Title II Compliance Coordinator and any other designated individual of any concerns or reports of disability discrimination or retaliation.

**REPORTING REQUIREMENT 1:** By May 28, 2021, Orion will provide to OCR documentation showing it has completed the training required by Action Item 1 of this Agreement. The documentation must identify:

- i. the date, time, and location (if in-person) or manner/delivery (i.e., video) of the training;
- ii. a description of the topics addressed at the training (Orion may provide OCR an outline of the training and a copy of the materials disseminated at the training);
- iii. the name(s), title(s), and credentials of the individual(s) who conducted the training; and

- iv. the name, title, and work location of each employee who attended the training (a copy of a sign-in sheet with the attendees’ names, signatures, titles, and work locations is sufficient).

**GENERAL PROVISIONS**

Orion understands that OCR will not close the monitoring of this Agreement until OCR determines that Orion has fulfilled the terms of the Agreement, and is in compliance with the regulation implementing Title II which was at issue in this case.

Orion 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, Orion understands that during the monitoring of this Agreement, if necessary, OCR may visit Orion, interview staff, and request such additional reports or data as are necessary for OCR to determine whether Orion has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title II which were at issue in this case.

Orion understands and acknowledges that OCR may initiate administrative enforcement (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement or judicial proceedings, including to enforce this Agreement, OCR shall give Orion written notice of any alleged breach and 60 (sixty) calendar days to cure the alleged breach.

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

XXXXX XXXXX  
XXXXX XXXXX, XXXXX XXXXX

April 2, 2021  
Date