

## **RESOLUTION AGREEMENT**

Kearney R-I School District  
OCR Docket Number 07221157

The Kearney R-I School District (District), Kearney, Missouri, submits this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced complaint. The District 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. EVALUATION OF STUDENT**

- 1) **Within 30 days after this Agreement** is signed, the District will convene the Complainant's son's (Student) multidisciplinary team (Individualized Education Plan (IEP) team or team), which shall include the parent(s), applicable District staff, and other individuals knowledgeable about the Student, to meet at a mutually agreeable date and time. The team shall determine whether, based on the XXXXX school year, compensatory education services are appropriate for the Student. If so, the team shall determine the number of hours of compensatory education services necessary to address the alleged denial of a free appropriate public education (FAPE). The team shall develop a process to ensure the compensatory education services are provided in a timely manner. The determination of the type of compensatory education services (compensatory services) will include consideration of the information and services in the Student's current IEP.
- 2) 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 team meeting referred to, 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 A:**

- a) **Within one week of the team meeting**, the District will provide to OCR a copy of all documentation and information considered and created by the 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 any compensatory services plan and specific schedule of services, 4) all documentation of the determinations made by the team 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 team meeting**, the District will email a letter to the Complainant with an offer of the specific compensatory services, classes, or programs 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 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 (including via email), 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 the District provides compensatory services, the District will confirm that all compensatory services have been provided no later than the conclusion of the XXXXX school year.**

## **B. TRAINING**

- 1) The District will provide training on the subject of Section 504 and Title II compliance, specifically as it pertains to the Individuals with Disabilities Act (IDEA) compliance, to District officials and special education staff, including administrators and the designated Section 504 compliance coordinator. 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 IDEA and applicable Section 504 and Title II policies and procedures with respect to the District’s child-find obligations under Section 504, 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) A discussion of the District’s evaluation and eligibility determination procedures and timeframes required under IDEA and applicable Section 504 and Title II provisions.

**REPORTING REQUIREMENTS FOR ITEMS IN SECTION B:**

By **September 30, 2022**, 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:

- (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 a 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).

**GENERAL PROVISIONS**

The District understands that by signing this Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the 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 and obligations of this Agreement.

The District understands that OCR will not close the monitoring of this agreement until such time as OCR determines that the District is in compliance with the terms of the agreement and the statute and regulations at issue in the case.

The District understands and acknowledges that OCR may initiate administrative enforcement proceedings or refer this case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms of the Agreement and the applicable statute and regulations. Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

/s/ Dr. Emily Miller

8/12/2022

---

Dr. Emily Miller, Superintendent of the District

---

Date