

RESOLUTION AGREEMENT
Ewing Marion Kauffman School
OCR Complaint No. 07221279

To resolve OCR Complaint No. 07221279, the Ewing Marion Kauffman School (the Kauffman School), located in Kansas City, Missouri, assures the U.S. Department of Education, Office for Civil Rights (OCR), it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, its implementing regulation at 34 C.F.R. Part 104, 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.

The Kauffman School voluntarily agreed to resolve this complaint prior to the conclusion of OCR’s investigation. This Resolution Agreement (Agreement) does not constitute an admission of liability, non-compliance, or wrongdoing by the Kauffman School.

I. Individual Remedy

Within forty (40) calendar days of signing this Agreement, the Kauffman School’s XXXXX XXXXX XXXXX or designee will send correspondence to the Complainant. The correspondence will advise the Complainant that, if she reenrolls her children at the Kauffman School at any point in the future, pursuant to the Kauffman School’s policies, procedures and availability of seats at the time of re-enrollment, then the Kauffman School, upon the request of the Complainant, will evaluate the Complainant’s children to identify any disabilities, and, if necessary, develop a plan to meet their educational needs in accord with the requirements of Section 504. The correspondence to the Complainant may be transmitted via email or U.S. Postal Service.

REPORTING REQUIREMENT:

Within fifty-five (55) calendar days of the signing of this Agreement, the Kauffman School will provide OCR documentation indicating completion of the requirements of Section I of this Agreement. Such documentation should include a copy of the correspondence sent by the Kauffman School and confirmation of the date the correspondence was sent, whether via email or U.S. Mail.

II. Policies and Procedures

Within seventy-five (75) calendar days of signing this Agreement, the Kauffman School will review and, if necessary, revise its policies and procedures to ensure that students with disabilities are evaluated before the Kauffman School takes any action with respect to the initial placement of students in regular or special education, consistent with the procedural requirements of Section 504, 34 C.F.R. §§ 104.31–104.36. The Kauffman School’s review must include an evaluation of policies and procedures related to students with disabilities that transfer to the Kauffman School from other schools.

REPORTING REQUIREMENT:

Within ninety (90) calendar days of signing this Agreement, the Kauffman School will provide documentation to OCR demonstrating that the Kauffman School has complied with Section II of the Agreement. The documentation shall include copies of the policies and procedures and evidence of adoption and publication.

III. Training

Following the review set forth in Section II of this Agreement and no later than one hundred twenty (120) calendar days after signing this Agreement, the Kauffman School will provide training to Kauffman School administrators, teachers, and other staff with responsibility for implementing Section 504 Plans. This training will address, without limitation, the following topics: (1) the Kauffman School’s policies and procedures for identifying and evaluating students with disabilities (including any revisions to policies and procedures made pursuant to Section II of this Agreement); (2) the Kauffman School’s responsibilities under Section 504 and Title II with respect to transfer students with disabilities; and (3) the evaluation and re-evaluation of students with disabilities who are subject to discipline. The training will be conducted by an individual knowledgeable about the laws and issues pertaining to Section 504 and Title II compliance.

REPORTING REQUIREMENT:

Within one hundred eighty (180) calendar days of signing this Agreement, the Kauffman School will provide OCR documentation demonstrating it has completed the training. The documentation must identify and include: (1) the name, title, and qualifications of the individual who conducted the training; (2) the date(s) and location(s) of the training; (3) the topics addressed at the training; (4) a copy of any materials distributed at the training; and (5) a sign-in sheet with the name and title of the individuals who participated in the training.

IV. Review of Transfer Students

Within seventy-five (75) calendar days of signing this Agreement, the Kauffman School will conduct a review of its files for all currently enrolled students that transferred into the Kauffman School from another school during the 2020–21 school year up to the present. During the review, the Kauffman School will (1) identify each student with a documented disability and/or each student who previously received services under Section 504, including services pursuant to a Section 504 Plan or Individualized Educational Program (IEP); and (2) determine if those students have been evaluated or re-evaluated pursuant to the requirements of 34 C.F.R. § 104.31–104.36.

Within ninety (90) calendar days of signing this Agreement, if any students identified during the review conducted pursuant to Section IV have not been evaluated pursuant to the requirements of 34 C.F.R. § 104.31–104.36, the Kauffman School shall conduct such an evaluation.

REPORTING REQUIREMENT:

Within one hundred twenty (120) calendar days of signing this Agreement, the Kauffman School will provide documentation to OCR demonstrating that the Kauffman School has conducted the evaluation(s) required to comply with Section IV of this Agreement and demonstrating that the Kauffman School complied with the procedural requirements of 34 C.F.R. §§ 104.31–104.36 for each student.

* * *

The Kauffman School understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements set forth in this Agreement. Further, the Kauffman School understands that during the monitoring of this Agreement, if necessary, OCR may visit the Kauffman School, interview employees and students, and request such additional reports or data as are necessary for OCR to determine whether the Kauffman School has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II which were at issue in this case. Such requests for visits or additional data will be made through the Kauffman School’s legal counsel.

The Kauffman School understands that OCR will not close the monitoring of this Agreement until OCR determines that the Kauffman School has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II which were at issue in this case.

The Kauffman School 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 or judicial proceedings to enforce the specific terms and obligations of this Agreement, OCR shall give the Kauffman School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

XXXXX XXXXX XXXXX (or designee)
Ewing Marion Kauffman School

Date