

RESOLUTION AGREEMENT

KIPP Delta Public Schools OCR Complaint No. 07221309

To resolve OCR Complaint No. 07221309, the KIPP Delta Public Schools (KIPP Delta), located in Blytheville, Arkansas, 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.

KIPP Delta voluntarily agreed to resolve this complaint prior to the conclusion of OCR's investigation.

I. Individual Remedy

Within sixty (60) calendar days of signing this Agreement, KIPP Delta will evaluate the Complainant's XXXXX (the Student) to determine if any additional support services are needed pursuant to Section 504/Title II. The evaluation must (1) determine the extent to which additional or different interventions or supports and services, including positive behavioral interventions and supports and other behavioral strategies may be needed for the Student; (2) determine if current interventions and supports are being properly implemented for the Student; and (3) remedy, if necessary, any denial of a Free Appropriate Public Education (FAPE) that resulted from the interaction between the Student and the XXXXX XXXXX at KIPP Delta Elementary Literacy Academy on XXXXX XXXXX, XXXXX.

REPORTING REQUIREMENT:

Within seventy-five (75) calendar days of the signing of this Agreement, KIPP Delta will provide OCR documentation indicating completion of the requirements of Section I of this Agreement.

II. Section 504/Title II Coordinator

Within fourteen (14) calendar days of signing this Agreement, KIPP Delta will designate at least one employee to coordinate KIPP Delta's efforts to comply with Section 504, Title II, and their implementing regulations. The designated employee should have education and training regarding the requirements of Section 504 and Title II and how to demonstrate compliance with these laws.

REPORTING REQUIREMENT:

Within twenty-one (21) calendar days of signing this Agreement, KIPP Delta will provide OCR, in writing, the name, title, telephone number, and email address of the designated Section

504/Title II Coordinator. KIPP Delta will also provide OCR documentation evidencing the designated employee's education and training regarding Section 504 and Title II.

III. Notice of Nondiscrimination

Within thirty (30) calendar days of signing this Agreement, KIPP Delta will revise its Notice of Nondiscrimination to comply with 34 C.F.R. § 104.8. The revised Notice of Nondiscrimination must include the identification of the KIPP Delta Section 504/Title II Coordinator identified pursuant to Section II of this Agreement.

REPORTING REQUIREMENT:

Within forty-five (45) calendar days of signing this Agreement, KIPP Delta will provide OCR documentation indicating completion of the requirements of Section III of this Agreement. Documentation acceptable to OCR may include screenshots of the revised Notice of Nondiscrimination on webpages of KIPP Delta's website, copies of internet links to webpages on KIPP Delta's website showing the revised Notice of Nondiscrimination has been incorporated, and hard copies of materials or publications where the revised Notice of Nondiscrimination has been incorporated.

IV. Grievance Policies and Procedures

Within sixty (60) calendar days of signing this Agreement, KIPP Delta will draft and publish grievance procedures that incorporate appropriate due process standards and provide for prompt and equitable resolution of complaints alleging actions prohibited by Section 504 and/or Title II. At a minimum, the grievance procedures must apply to complaints alleging discrimination based on disability affecting intended beneficiaries of the programs, services, and benefits offered by KIPP Delta.

REPORTING REQUIREMENT:

Within seventy-five (75) calendar days of signing this Agreement, KIPP Delta will provide OCR documentation indicating completion of the requirements of Section IV of this Agreement. Documentation should include the revised grievance procedures and the notification(s) used to inform students, employees, visitors, and other intended beneficiaries of KIPP Delta of the existence and location of the grievance procedures. If an announcement was included on the homepage of the KIPP Delta website, please provide a screenshot of the announcement or a link to the webpage where the announcement appears.

V. Restraint and Seclusion Policies

Within sixty (60) calendar days of signing this Agreement, KIPP Delta will review and, if necessary, revise its policies and procedures related to the restraint and seclusion of students. These policies and procedures must, at a minimum:

- a. define key terms, including but not limited to seclusion, timeout, physical restraint, prone restraint, physical escort, mechanical restraint, and safety devices;
- b. explain how seclusion, restraint, physical restraint, and prone restraint are distinct from safety devices, physical escorts, and timeouts;
- c. explain what restraint or seclusion practices are prohibited;
- d. explain that alternative approaches, e.g., shortening a student's day, to address a student's behavior may raise separate discrimination concerns;
- e. require staff to document separately each incident when restraint or seclusion occurs, including when multiple restraints or seclusions involving the same student occur on the same date; and
- f. establish criteria KIPP Delta will use to determine when, after instances of restraint or seclusion, KIPP Delta will reconvene a student's Individualized Education Program (IEP)/Section 504 team to assess a student's current interventions and supports, whether any changes are needed to those interventions and supports, whether the student was denied a FAPE, and/or whether the student needs compensatory services.

REPORTING REQUIREMENT:

Within seventy-five (75) calendar days of signing this Agreement, KIPP Delta will provide documentation to OCR demonstrating that KIPP Delta has complied with Section V of the Agreement. The documentation shall include copies of the policies and procedures and evidence of adoption and publication.

VI. Training

Following the review set forth in Section V of this Agreement and no later than ninety (90) calendar days after signing this Agreement, KIPP Delta will provide training to KIPP Delta administrators, teachers, and other staff. This training will address, without limitation, the following topics: (1) KIPP Delta's revised grievance procedures for addressing disability discrimination drafted pursuant to Section IV of this Agreement; (2) KIPP Delta's policies and procedures related to restraint and seclusion of students, including any revisions made pursuant to Section V of this Agreement; and (3) the evaluation and re-evaluation of students with disabilities who are subject to restraint or seclusion. 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 (100) calendar days of signing this Agreement, KIPP Delta will provide OCR documentation demonstrating it has completed the training described in Section VI of this Agreement. 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.

GENERAL REQUIREMENTS

KIPP Delta 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, KIPP Delta understands that during the monitoring of this Agreement, if necessary, OCR may visit KIPP Delta, interview employees and students, and request such additional reports or data as are necessary for OCR to determine whether KIPP Delta 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 KIPP Delta's legal counsel.

KIPP Delta understands that OCR will not close the monitoring of this Agreement until OCR determines that KIPP Delta 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.

KIPP Delta 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 KIPP Delta written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

XXXXX XXXXX XXXXX (or designee)
KIPP Delta Public Schools

Date