

**RESOLUTION AGREEMENT
WIDEFIELD SCHOOL DISTRICT 3
OFFICE FOR CIVIL RIGHTS CASE NUMBER 08-14-1176**

The U.S. Department of Education, Office for Civil Rights (OCR) initiated an investigation of the above-referenced complaint against Widefield School District (District), pursuant to Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104 (Section 504), which prohibit discrimination on the basis of disability in programs and activities that receive Federal financial assistance from the U.S. Department of Education, and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35 (Title II), which prohibit discrimination on the basis of disability by public entities. Additionally, individuals filing a complaint, participating in an investigation, or asserting a right under Section 504 and Title II are protected from retaliation or intimidation by 34 C.F.R. § 104.61, as it incorporates 34 C.F.R. § 100.7(e), and 28 C.F.R. § 35.134.

This agreement addresses our finding that the District failed to provide the Student a free appropriate public education during the 2013-2014 school year by failing to provide regular or special education and related aids and services that are designed to meet the Student's individualized education needs consequent to his impairment of the major life activity of breathing. The District disputes OCR's factual findings and legal conclusions in this matter, but in order to resolve this matter is willing to agree to the following:

1. The District acknowledges that the Student is no longer enrolled in the District. Nevertheless, the District agrees to mail an invitation to the parents by **December 31, 2015, inviting** the parents to re-enroll the Student in the District.. If the parents re-enroll the Student in the District, the District will immediately provide the parents a consent form for an evaluation. After receiving appropriate parental consent, the District will re-evaluate the Student in accordance with 34 C.F.R. § 104.35, at no cost to the parents, to, among other areas to be re-evaluated, identify the Student's aids and service needs related to his allergies which substantially limit the Student's major life activity of breathing and affect his immune system in accordance with 34 C.F.R. §§ 104.3 (j), 104.33 and 104.35, provided, however, that the District shall not be obliged to complete such re-evaluation of allergies unless and until the parents provide to the District any and all assessments, diagnoses, recommendations and any writings or documentation of any kind whatsoever from the office of the Student's allergist/immunologist. Although arranging for, acquiring, and furnishing such personal medical documentation will be the responsibility of the parents, the District will, within 15 days of receipt of each invoice or receipt, reimburse the parents all of the associated expenses incurred in order to provide the medical documentation listed above after the date this Agreement is signed.

The re-evaluation and individualized education plan (IEP) revision meeting will be completed within sixty (60) days after the parents sign consent, relying on information from a variety of sources, including medical documentation acquired and furnished by the parents. When the re-evaluation is complete, and after providing proper written notice to the Student's parents, a group of knowledgeable persons, including the parents, will convene as

an IEP Team to consider the evaluation data and revise the Student's IEP to, among other possible revisions: (1) provide appropriate regular or special education and related aids and services for the reasonable elimination of risk of the Student being exposed to allergens within the classroom and general school environment; (2) address appropriate response if the Student is exposed to or ingests allergens in the educational environment, and (3) incorporate any health plan established for the Student, provided, however, that for confidentiality reasons the health plan will also be available separately from the IEP to school staff members who have a need to know the allergy accommodations for the Student but do not have a legitimate educational need to access the Student's IEP.

Reporting Requirement 1:

No later than **February 29, 2016**, the District will provide OCR written documentation of the status of its compliance to date with the provisions of Item 1 above. The District understands OCR will continue to monitor the provisions of Item 1 of the Agreement as appropriate. Documentation will include:

- a. Copies of all letters, notices, and forms mailed to the parents;
- b. Copies of parents' written responses, if any, or documentation of any telephonic or other responses, if any including parents' receipts and written documentation of reimbursement;
- c. If an IEP meeting was held, a sign in sheet of attendees including titles;
- d. If an IEP meeting was held, a detailed explanation of how the IEP team reviewed and revised the Student's current IEP to appropriately address the Student's severe allergies, and
- e. If an IEP meeting was held, a copy of the Student's revised IEP.

With regard to the IEP team meeting, if any, OCR will review the documentation submitted to ensure that the District met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations, and notify the District when it has completed this review.¹

2. The District will prepare training for all staff at Watson Junior High School, all principals District-wide, and the teacher identified in this case if employed by the District. Specifically, the District will:

¹ Except in extraordinary circumstances, OCR does not substitute its judgment for the decisions made by a team that is properly constituted and that takes appropriate actions in light of the requirements of due process. In the event that the team described in agreement item 1 proposes revisions to the Student's IEP that are clearly insufficient to provide equitable relief to the Student, OCR will notify the District of its concerns, and the District will consider and respond to any feedback from OCR with respect to the revisions.

- a. Draft a training package on the policies and procedures related to the provision of FAPE as required by Section 504 for students with severe allergies. Specific training will include understanding the needs of students with severe food allergies and staff's responsibility to provide required accommodations.
- b. Identify the trainer or trainers that the District proposes with the name and credentials of each. The credentials will include a curriculum vitae demonstrating that the trainer possesses experience in the areas identified in this training package.

Reporting Requirement 2:

By **January 31, 2016**, the District will provide documentation satisfying Item 2.

3. The District will consider and respond to any feedback from OCR with respect to the draft training package and identification of the trainer(s). Within **90 days** of OCR's approval of both, the District will provide the training to the entire staff at Watson Junior High School, all school principals District-wide, and the teacher identified in this case if employed by the District.

Reporting Requirement 3:

Within **10 days** of conducting the training, the District will provide OCR copies of the sign-in sheets from the training and written verification that all identified individuals completed the training.

The District 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, 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 the regulations implementing Section 504, 34 C.F.R. §§ 104.33, 104.34, 104.35, and Title II, at 28 C.F.R. §§ 35.130(a) and (b)(1)(iii), which were at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, 34 C.F.R. §§ 104.33, 104.34, 104.35, and Title II, at 28 C.F.R. §§ 35.130(a) and (b)(1)(iii), which were at issue in this case.

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

For the Widefield School District:

/s/

Mr. Scott Campbell
Superintendent
Widefield School District

Date: