

RESOLUTION AGREEMENT

Natrona County Schools OCR Case Number 08-18-1133

Natrona County Schools (“District”) enters into this Agreement to resolve the allegation in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures the Office for Civil Rights (OCR) that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended, 29 United States Code (U.S.C.) Section 794, and its implementing regulation, at 34 Code of Federal Regulations (C.F.R.) Part 104, and Title II of the Americans with Disabilities Act of 1990 (“Title II”), 42 U.S.C. Section 12131 *et seq.*, and its implementing regulation, at 28 C.F.R. Part 35, which prohibit school districts from intimidating, coercing, or retaliating against individuals because they engage in activities protected by Section 504 and Title II.

I. Memo to Staff

- a. Within thirty (30) calendar days of this Agreement being signed, the District will submit to OCR for review a draft memo to all staff at XXXX (“School”). The draft memo will include, at a minimum:
 - i. an overview of the prohibition against retaliation under Section 504, Title II,¹ and the District’s non-discrimination grievance policies,² including, at a minimum, the definition of “protected activity” and “adverse action;”³
 - ii. the name(s), title(s) or position(s), phone number(s), and email address(es) of one or more District staff members designated to respond to questions, concerns, and complaints related to retaliation;⁴ and
 - iii. notice that anyone who suspects retaliation for activities protected by Section 504 and Title II may file a complaint of discrimination with OCR and include the contact information for the Denver OCR office).⁵
- b. The District will promptly and fully address OCR’s feedback, if any, until the District receives OCR’s final approval of the memo.
- c. By August 15, 2018, and after receiving OCR’s final approval of the memo, the District will disseminate the memo to the staff specific in Term I(a).
- d. Within fifteen (15) calendar days of disseminating the memo pursuant to Term I(c), the District will provide to OCR documentation (*e.g.*, emails and screenshots) showing that the District fulfilled Term I(c).

¹ The District may also include Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

² See *e.g.*, Board Policies and Administrative Regulations 4170 and 5420.

³ See www.ed.gov/about/offices/list/ocr/frontpage/faq/rr/policyguidance/retaliation.html.

⁴ The District staff member(s) may be the same as the existing Section 504 coordinator(s).

⁵ *i.e.*, Address: Office for Civil Rights, U.S. Department of Education, 1244 Speer Boulevard, Suite 310, Denver, CO 80204; Phone: 303-844-5695; Email: ocr.denver@ed.gov.

II. Staff Training

- a. Within sixty (60) calendar days of this Agreement being signed, the District will submit to OCR for review:
 - i. draft materials to train all supervisory staff at the School regarding the topics specified in Term I(a);⁶ and
 - ii. the name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training.
- b. The District will promptly and fully address OCR's feedback, if any, until the District receives OCR's final approval of the training materials and trainer(s).
- c. Within sixty (60) calendar days of receiving OCR's final approval of the training materials and trainer(s), the District will provide the training to all staff specified in Term II(a)(i).
- d. Within thirty (30) calendar days of the training being provided, the District will provide to OCR:
 - i. the date, time, and location of the training;
 - ii. confirmation that the approved trainer(s) delivered the training;
 - iii. the agenda and materials from the training;
 - iv. the names and titles of all individuals who attended the training; and
 - v. the name(s) and title(s) of all individuals who did not attend the training, an explanation for each person's absence, and a plan to train each person (if possible).

III. Complainant's Personnel Records

- a. Within fifteen (15) calendar days of this Agreement being signed, the District will eliminate all copies of and references to the letters/memos at issue in this case, including all copies and references in the Complainant's personnel file and building file.
- b. Within thirty (30) calendar days of this Agreement being signed, the District will:
 - i. Provide OCR with copies of the Complainant's entire updated personnel file and building file;
 - ii. Provide written assurances to the Complainant and OCR that the letters/memos at issue in this case will not be part of or referenced in the Complainant's personnel file or building file.
- c. OCR will review the report required by Term III(b) and communicate any concerns to the District.
- d. The District will promptly and fully respond to OCR's concerns, if any, until OCR considers them resolved.

IV. Future Treatment of the Complainant

- a. Within thirty (30) calendar days of this Agreement being signed, the District will provide written assurances that neither of the incidents involved in this case will be considered in any future personnel-related matters, including, but not limited to promotion, demotion, performance reviews, retention, salary, and benefits, or discipline.

⁶ For purposes of this Agreement, "supervisory staff" includes, but is not limited to, principals, assistant principals, and administrative managers.

- b. OCR will review the report required by Term IV(a) and communicate any concerns to the District.
- c. The District will promptly and fully respond to OCR's concerns, if any, until OCR considers them resolved.

V. Complainant's Job Duties

- a. Within thirty (30) calendar days of this Agreement being signed, the District will offer the Complainant, in writing, the opportunity to regain job duties that were taken away from the Complainant as a result of the incidents involved in this case, including supervising the in-school suspension class.⁷ The District will give the Complainant fifteen (15) calendar days to respond.
- b. If the Complainant chooses to regain any or all of her former job duties, which are still education support personal (ESP) job duties, the District will, within fifteen (15) calendar days of receiving the Complainant's response, re-assign her the duty or duties.
- c. Within sixty (60) calendar days of this Agreement being signed, the District will submit to OCR a copy of the offer required by Term V(a), the Complainant's response (if any), and a brief description of what duty or duties (if any) were re-assigned to the Complainant.

The District 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 (34 C.F.R. Sections 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 are in compliance with Section 504, and its implementing regulation, at 34 C.F.R. Section 104.61 as it incorporates 100.7(e), and Title II, and its implementing regulation, at 28 C.F.R. Section 35.134. Upon completion of the obligations under this Agreement, OCR will close this case.

For Natrona County Schools:

/s/ _____
Steve Hopkins, Superintendent

June 19, 2018 _____
Date

⁷ Data entry of discipline information has been reassigned to the School Records Clerk. OCR understands that education support personnel (ESP) at the School will no longer enter student discipline data into Infinite Campus; therefore, the Complainant, as an ESP, will no longer have this responsibility. Further, OCR understands that this reassignment of duties will not result in lesser pay for the Complainant.