

## **Resolution Agreement**

### **Douglas County School District OCR Case Number 08-18-1285**

The U. S. Department of Education, Office for Civil Rights (OCR) and the Douglas County School District (District) enter into this agreement to resolve the allegations in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions.

#### **Staff Training**

- I. Within ninety (90) calendar days of signing the Agreement the District will submit to OCR for review and approval:
  - a. Draft materials to train staff at XX (School) staff and administrators on:
    - i. the requirement to fully implement Individual Education Programs and Section 504 Plans;
    - ii. the requirement to fully provide related services required by IEPs and Section 504 Plans; and
    - iii. the requirement to provide a Least Restrictive Environment (LRE) and the continuum of placement options.
  - b. The name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training to the School's staff and administrators.
- II. Within thirty (30) calendar days of receiving OCR's final approval of the materials and trainer(s), the District will provide the training to all School staff and administrators.
- III. Within thirty (30) calendar days of the training being provided, the District will provide to OCR:
  - c. the date, time, and location of the training;
  - d. confirmation that the approved trainer(s) delivered the training;
  - e. the agenda and materials from the training;
  - f. the names and titles of all staff who attended the training; and
  - g. the name(s) and title(s) of all staff who were required to attend the training pursuant to Term II, but who did not attend the training, an explanation for each person's absence, and any make-up dates for the training.

## **Reimbursement**

- IV. Within sixty (60) calendar days of signing the Agreement the District will provide to OCR documentation that it has reimbursed the Complainant in the amount of \$XXX for the cost of the Student's enrollment in the District's full-day kindergarten from August 2017 through November 2017. The total reimbursement amount reflects a monthly tuition fee of \$XX plus a \$XX deposit.

## **Compensatory Services**

- V. Within twenty (20) calendar days of this Agreement being signed, the School will provide to OCR a draft letter, addressed to the Complainant, offering the Complainant:
- a. a one-time, lump-sum payment for 180 minutes of compensatory Occupational Therapy (OT) services for the Student. In the letter, the School may offer to pay the Complainant directly or may offer to pay a provider of the Complainant's choosing (*e.g.*, a private provider or the Student's new school district), or the School may allow the Complainant to choose between the two aforementioned payment arrangements; and
  - b. an invitation to reenroll in the District.
  - c. The letter will specify:
    - i. the District's commitment to provide the Student with a timely FAPE should she reenroll in the District;
    - ii. the specific amount of money being offered, which shall be consistent with fair market hourly rates of contracted, qualified occupational therapists;
    - iii. that, if the Complainant responds to the offer, the response must be in writing;
    - iv. the name, title or position, phone number, mailing address, and email address for the person to whom the Complainant shall direct her response, if any; and
    - v. that the Complainant has thirty (30) calendar days to respond to the offer.
  - d. The School will promptly and fully address OCR's feedback, if any, until the School receives OCR's final approval of the letter.
  - e. Within ten (10) calendar days of receiving OCR's final approval of the letter, the School will send the approved letter to the Complainant and OCR. The letter may be sent via email or certified mail.
  - f. If the Complainant does not respond to the offer within the specified thirty (30) calendar days, the School will notify OCR within twenty-five (25) calendar days of the date the letter was sent. If the Complainant does respond within thirty (30) calendar days, the School will provide OCR with a copy of the response within ten (10) calendar days of the School receiving the response.
  - g. If the Complainant accepts the School's offer, the School will, within thirty (30) calendar days of receiving the Complainant's acceptance:
    - i. send payment to the Complainant or provider; and
    - ii. submit to OCR a copy of documentation showing that it made the payment, and any accompanying correspondence.

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 is in compliance with Section 504 and Title II. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below.

**For the District:**

/s/

9/12/18

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Date