

**Voluntary Resolution Agreement
Natrona County School District No. 1
OCR Case Number 08-21-1171**

The United States Department of Education (Department), Office for Civil Rights (OCR), initiated investigation of the above-referenced complaint brought by the Complainant against the Natrona County School District No. 1 (District), pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 104, which prohibit discrimination on the basis of disability in programs and activities that receive Federal financial assistance from the Department, and Title II of the Americans with Disabilities Act of 1990 (ADA) and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities.

During OCR's investigation, before OCR had made any findings, the District indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II of the ADA. Pursuant to Section 302 of OCR's *Case Processing Manual*, a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the allegations and OCR determines that it is appropriate to resolve them because OCR's investigation has identified concerns that can be addressed through a resolution agreement.

Accordingly, to resolve the issues of this investigation, the District voluntarily agrees to take the following actions. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

Within 100 calendar days of signing this Agreement, the District will conduct a full investigation, as distinguished from an "inquiry," of the following three allegations of disability discrimination made by the Complainant:

1. The Complainant was subject to a hostile work environment that the District has failed to address, which includes but is not limited to, harassment, threats and intimidation, lack of support, micro-management, unfair criticism and expectations, excessive scrutiny, repercussions for taking sick leave, and directives to her co-workers to exclude her from meetings;
2. The Complainant was treated differently than her non-disabled peers in multiple respects, including but not limited to, more frequent and longer observations in her classroom, more critical evaluation of her work, and more onerous requirements with respect to the use of leave; and
3. The Complainant was retaliated against by her supervisor for complaining about disability discrimination to Human Resources on or around March 8, 2021, by being subjected to increased scrutiny and disparate treatment.

The investigation must include at a minimum:

1. Review of relevant documents;
2. Interviews of the Complainant and all relevant witnesses;
3. An opportunity for the Complainant to respond to or rebut the information obtained;
4. Analysis of how the Complainant was treated in comparison to her peers with and without disabilities;
5. Analysis of whether the alleged actions under a preponderance of the evidence standard have been substantiated; and
6. A summary of the investigation, the evidence obtained, and the District's findings with respect to each of the above allegations of discrimination.

The District may contract with an independent entity to conduct the investigation.

REPORTING REQUIREMENT: Within 125 days of signing this Agreement, the District will provide OCR with a copy of the final investigative report as well as the complete investigative file regarding the Complainant's complaint of disability discrimination, including but limited to any interview notes, correspondence regarding the Complainant's allegations or the investigation of those allegations, documents reviewed in connection with the investigation, draft reports, and any corrective action recommended. There is no need to provide OCR with documents already provided in response to OCR's data request.

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 and Title II of the ADA, which were at issue in the case.

The District understands that OCR will not close the monitoring of this Agreement and dismiss the case until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. §§ 104.4, 104.61, 104.7, 104.8, 104.42, 104.43, 104.44.

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 District:

/s/

Superintendent

8/10/21

Date