

**RESOLUTION AGREEMENT**  
**Douglas County School District**  
**OCR Case 08-21-1177**

Douglas County School District (“District”) enters into this Agreement to resolve an allegation in the above-referenced case. The District assures the U.S. Department of Education, 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 discrimination on the basis of disability by recipients of federal financial assistance and public entities, respectively.

During the investigation, OCR identified potential compliance concerns related to one of the allegations in the complaint, which involved the implementation of Individualized Education Programs (“IEPs”) of students enrolled in the District’s Transition Bridge Program, during the 2020-2021 school year. Prior to completion of OCR’s investigation, the District expressed an interest in voluntarily resolving the complaint pursuant to Section 302 of OCR’s *Case Processing Manual* to address the identified potential compliance concerns. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

**TERM I – TEAM MEETING TO CONSIDER COMPENSATORY SERVICES OR OTHER REMEDIAL SERVICES**

For students who are still currently enrolled and attending the Transition Bridge Program as of the date of the execution of this Agreement, and who were enrolled in the Transition Bridge Program during the 2020-2021 school year, the District will make a written offer to their parents/guardians for an opportunity to have the District convene a meeting of a group of knowledgeable people (“Team”) to, at a minimum:

- discuss whether the Student is owed compensatory services or other remedial measures (at no cost to the Student or the parents/guardians) as a result of not fully implementing the Student’s Individualized Education Program (IEP), specific to transition services, during the 2020-2021 school year; and, if so,
- create a written plan (“Plan”) to provide compensatory services or other remedial measures (collectively, “Remedies”) to the Student.

The invitation will specify:

- the purposes of the meeting;
- that the District will ensure that the meeting occurs at a date, time, and location that are mutually agreed upon by the District and parent/guardian;
- that the parents are permitted to invite others who are knowledgeable about the Student to attend the meeting;

- that the parents and their invitees, if any, will have an opportunity to share information and their perspectives during the meeting;
- that to accept the offer, the parents must reply, in writing, within 15 calendar days of receiving the offer; and
- the phone number, email address, and mailing address of the District staff member to whom the parents should direct their response.

The District will document its invitation to the parents and all related correspondence with the parents.

If any parent accepts the District's offer to convene a Team meeting, the District will ensure that:

- the Team meets within 60 calendar days of the parents accepting the offer;
- the Team and meeting are consistent with the procedural requirements of Section 504;<sup>1</sup>
- the Team carefully considers all relevant information, including information provided by the parents and their invitees, if any;
- any decisions made at the meeting reflect the judgment of the Team, not the judgment of a single individual; and
- detailed notes or minutes are kept during the meeting, and/or an audio recording of the meeting is created.

The Plan, if one is created, will specify the:

- type(s) of Remedies to be provided specific to transition services;
- amount(s) of Remedies to be provided;
- name(s) and title(s)/position(s) of the individual(s) who will be responsible for providing the Remedies;
- the location where the Remedies will be provided;
- the schedule (*i.e.*, dates and times) for the provision of the Remedies; and
- the name and title/position of the person who will ultimately be responsible for the provision of the Remedies, as planned.

Within 10 calendar days after the meeting, the District will send the parents, in writing:

- a summary of the decisions made at the meeting;<sup>2</sup>
- a copy of the Plan, if one is created; and
- applicable procedural safeguards.

The District will implement the Plan, if any, with fidelity.

**Reporting Requirement A:** Within 15 calendar days of this Agreement being signed, the District will submit to OCR a draft of the invitation to the parents. The District will promptly and fully address OCR's feedback, if any, until the District receives notification from OCR that no further reporting is required for Term I – Reporting Requirement A.

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<sup>1</sup> *i.e.*, 34 C.F.R. §§ 104.35-36.

<sup>2</sup> The summary may take the form of a copy of the notes/minutes and a prior written notice.

**Reporting Requirement B:** Within 15 calendar days of receiving notice from OCR that no further reporting is required for Term I – Reporting Requirement A, the District will:

- send the OCR-approved invitation to the parents; and
- submit to OCR documentation demonstrating that the invitation was sent.<sup>3</sup>

The District will promptly and fully address OCR’s feedback, if any, until the District receives notification from OCR that no further reporting is required for Term I – Reporting Requirement B.

**Reporting Requirement C:** Within 15 calendar days of sending the OCR-approved invitation to the parents, the District will submit to OCR all other communications<sup>4</sup> with the parents regarding the meeting. The District will promptly and fully address OCR’s feedback, if any, until the District receives notification from OCR that no further reporting is required for Term I – Reporting Requirement C.

**Reporting Requirement D (Conditional):** If a Team meeting is held, by no later than the last day of the month when the meeting was held<sup>5</sup>, the District will submit to OCR:

- a list of all individuals who attended the meeting, including each individual’s name and title/position;
- a copy of minutes, notes, and/or recording from the meeting reflecting; and
- a copy of every IEP the Student had in place during the 2020-21 school year.

If the Team determines that no Remedies will be provided, the District will also submit to OCR a written explanation of the reasons for that determination and any supporting documentation. Alternatively, if the Team determines that Remedies will be provided, the District will also submit to OCR a copy of the Plan.

The District will promptly and fully address OCR’s feedback, if any, until the District receives notification from OCR that no further reporting is required for Term I – Reporting Requirement D.<sup>6</sup>

**Reporting Requirement E (Conditional):** If a Plan is created, the District will submit to OCR, within 90 calendar days of receiving notification from OCR that no further reporting is required for Term I – Reporting Requirement A, documentation demonstrating that the District has provided or is in the process of providing the Remedies detailed in the Plan. The District will

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<sup>3</sup> The documentation may simply be copying OCR on an email to the parents.

<sup>4</sup> For purposes of this Agreement, “communications” include, but are not limited to, all emails, letters, text messages, electronic messages, notes, and forms.

<sup>5</sup> For example, if a team meeting is held on August 10, Reporting Requirement D for that meeting will be due to OCR by August 31. If several meetings are held in a month, Reporting Requirement D for each meeting is due by the end of that month.

<sup>6</sup> Except in extraordinary circumstances, OCR does not typically substitute its judgment for the decisions made by an IEP team that is properly constituted and meets the procedural requirements of Section 504 and Title II.

promptly and fully address OCR’s feedback, if any, until OCR notifies the District that no further reporting is required for Term I – Reporting Requirement E or Term I.<sup>7</sup>

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 Section 504 and Title II and their implementing regulations at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, respectively, 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 demonstrated compliance with all terms of this Agreement and is in compliance with Section 504 and Title II and their implementing regulations at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, respectively, 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 this 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 sixty (60) calendar days to cure the alleged breach.

**For the District:**

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Erin Kane, Superintendent

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Date

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<sup>7</sup> This case will remain in monitoring until all Remedies (if any) have been provided.