

RESOLUTION AGREEMENT
Florence Unified School District
Case Number 08-21-1315

The Florence Unified School District (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 OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), and its implementing regulation at 34 Code of Federal Regulations Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), and its implementing regulation at 28 C.F.R. Part 35. As a recipient of Federal financial assistance from the Department, the District is subject to these laws and regulations.

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.

Term 1: *Disability Access in Dual & Concurrent Enrollment Plan*

Within ninety (90) calendar days of the date of the signing of this Agreement, the District shall develop a plan (Plan) for OCR's review and approval. The purpose of the Plan is to ensure that the District continues to comply with the requirements of Section 504 and Title II in its dual enrollment and concurrent enrollment programs. Additionally, a purpose of the Plan is to ensure that participants and interested parties are aware of the District's obligations and the participant's rights and responsibilities pursuant to Section 504 and Title II in the dual enrollment and concurrent enrollment programs. At a minimum, the District shall:

1. Review its current policies and procedures, IGAs (Intergovernmental Agreements), forms, trainings, handbooks, advertisement materials, and other items related to its dual enrollment and concurrent enrollment programs;
2. Revise and update, if necessary, its policies and procedures, IGAs, forms, and trainings, and other items;
3. Provide training to the appropriate District staff; and
4. Provide publication/notice to participants and interested parties in its dual enrollment and concurrent enrollment programs. Such publication/notice shall:
 - a. Explain the District's obligations pursuant to Section 504 and Title II as it relates to the dual enrollment and concurrent enrollment programs;
 - b. Refer to the updated policies/procedures;
 - c. Provide a summary of the updated policies/procedures;
 - d. Explain the participant's rights and responsibilities pursuant to Section 504 and Title II in the dual enrollment and concurrent enrollment programs; and
 - e. Provide sufficient distinction and clarity between dual enrollment and concurrent enrollment and the District's obligations and the rights and obligations of the participant in each of the programs.

REPORTING REQUIREMENT

Within ninety (90) calendar days of the date of the signing of this Agreement, the District will submit the Plan to OCR for OCR's review and approval. The District will continue to revise the Plan until OCR notifies the District in writing of its approval of the Plan.

Additionally, after OCR's written approval of the Plan, the District will submit to OCR documentation of its implementation of the Plan as detailed in the Plan.

Term 2: Memo to Staff

The District will issue a memorandum (Memo) to all District staff¹. The Memo shall:

- Describe the District's obligations to provide a Free Appropriate Public Education (FAPE) to each qualified individual with a disability in its jurisdiction. It shall also:
 - Explain that Section 504 defines an "appropriate" education as one that provides regular or special education and related aids and services that are designed to meet the individual education needs of a person with a disability as adequately as the needs of non-disabled persons are met;
 - Explain that the implementation of an IEP developed in accordance with IDEA is one means of meeting the standard; and
 - Emphasize that staff must comply with the terms of a student's IEP or Section 504 plan, and describe the consequences for a staff's failure to comply.
- Describe the District's obligations to provide students with communication disabilities with "effective communication" as defined under Title II of the Americans with Disabilities Act. It shall also:
 - Explain that compliance with the District's obligation under the Individuals with Disabilities Education Act (IDEA), alone, does not necessarily establish compliance with the District's obligations to provide "effective communication" under Title II of the Americans with Disabilities Act;
 - That the District must take appropriate steps to ensure that communications with the Student "are as effective as communications with others" and that the District must furnish appropriate auxiliary aids and services (such as the provision of sign language interpreters) where necessary to afford the Student with an equal opportunity to participate in, and enjoy the benefits of the District's programs and activities;
 - That in determining what the appropriate auxiliary aid or service was for the Student, the District shall give "primary consideration" to the auxiliary aid or service requested by the Student's guardians;² and

¹ The Memo may be distributed electronically, such as via email, or by any means the District determines will be effective in reaching District staff.

² This agreement does not alter the District's fundamental alteration and undue financial burden defenses, nor its burden of proof, under Title II and its implementing regulations at 28 C.F.R. § 35.164.

- That in determining what the appropriate auxiliary aid or service, the District shall ensure that all school related communications, not just those between the Student and his teachers or school personnel, are equally effective.

REPORTING REQUIREMENT

Within 90 calendar days of the date the District signs this Agreement, the District will provide OCR with a copy of the Memo, and documentation demonstrating the submission of the Memo to the recipients.

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 the Agreement, if necessary, OCR may visit the District, interview District employees 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 regulation implementing Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act, which were at issue in this case. 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.

For Florence Unified School District:

/S/

12/8/2021

Date
