

**Resolution Agreement
Bayfield 10 JT-R School District
Complaint Number 08-22-1544**

In order to resolve the open allegations in Case Number 08-22-1544, filed against the Bayfield 10 JT-R School District (District) with the Office for Civil Rights (OCR) of the U.S. Department of Education, pursuant to Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 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. §§ 12131–12134, and its implementing regulation at 28 C.F.R. part 35, the District agrees to implement the following Resolution Agreement.

During the investigation, OCR identified compliance concerns related to the complaint allegations. 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 compliance concerns. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

The District agrees to take the actions in this Agreement to ensure compliance with the requirements of Section 504 and its implementing regulation, 34 C.F.R. Part 104, and Title II and its implementing regulation, 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of federal financial assistance and public entities, respectively.

Accessibility Allegations

1. The District will restripe the van accessible parking space at Bayfield High School (School) so that it complies with the 2010 ADA Standards that require van accessible spaces to be either 132 inches wide with a 60 inch access aisle or 96 inches wide with a 96 inch access aisle.
2. The District will designate a person at the School who shall be responsible for ensuring the curb cut out is not blocked during pick up or drop off. In addition, the District will provide the Complainant contact information for this person and one additional person as a back-up to report concerns that the curb cut out is blocked either at pick up or drop off times or at other times.

REPORTING REQUIREMENTS:

- 1(A) Within ninety (90) calendar days of this Agreement being signed, the District will submit to OCR evidence that it has fulfilled the terms of this Item, which can include photographs showing the newly striped van accessible space or other documentation from which OCR can determine compliance.
- 2(A) Within fourteen (14) calendar days of this Agreement being signed, the District will submit to OCR the name and contact information of the persons described in this Item and documentation that it has provided the information to the Complainant.

FAPE and LRE Allegations

3. Within sixty (60) calendar days of this Agreement being signed, the District will develop a plan to implement additional measures (e.g. offering additional salary, providing a relocation stipend, expanding the search area) the District can adopt to more effectively recruit an LPN for the Student.

If the District is able to retain an LPN in the time frame described above, then the District will convene the Student's IEP team to determine the compensatory educational services the District will provide to the Student for the period during the 2021-22 and 2022-23 school years in which the District did not provide an LPN or in which the District placed the Student in a homebound/hospital placement because it did not provide an LPN as required by the Student's IEP.¹

If the District is not able to retain an LPN in the time frame described above, then the District will convene the Student's IEP team whether to continue the efforts identified in the District's plan, whether there is another District placement that could provide the Student FAPE, or that the District is unable to provide the Student with FAPE because it cannot retain an LPN and therefore offer to place the Student in an out of district placement where FAPE can be provided. If the IEP team determines it is appropriate to continue the efforts identified in the District's plan, the District will set a date, not more than 90 days from the date of the meeting to reconvene the IEP team to review those efforts.

REPORTING REQUIREMENTS:

- 3(A) By April 30, 2023, the District will provide OCR documentation to demonstrate the additional measures it employed to retain an LPN.
- 3(B) Within fifteen (15) calendar days of any subsequent IEP meeting contemplated by the second or third paragraphs of Agreement Item 3, the District will provide OCR a copy of any IEP, IEP addendum, or IEP amendment, and all documentation related to the meeting.

By signing this Agreement, the District agree 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 to 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 its implementing regulation, at 34 C.F.R. Part 104, and Title II, and its implementing regulation, at 28 C.F.R. Part 35.

¹ OCR notes that in making the determination regarding compensatory services, the IEP team may consider periods of time when the District provided in-person learning but the Complainant chose to receive services for the Student at home because of individualized concerns related to Covid 19. To the extent that the IEP team limits compensatory services for this reason, the District shall provide OCR any documentation supporting this determination.

The District acknowledges that OCR will not close the monitoring of this Agreement until OCR determines that the District is in compliance with the terms of the Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

The District understands and acknowledges that OCR may initiate administrative enforcement proceedings or refer this case to the Department of Justice (DOJ) for judicial proceedings in the event of breach to enforce the specific terms and obligations of the Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This agreement will become effective upon the signature(s) of the representative for the District.

For Bayfield 10 JT-R School District:

Leon Hanhardt
Superintendent

Date