

**Voluntary Resolution Agreement
Mayer Unified School District #43
OCR Case No. 08-22-1555**

The United States Department of Education (Department), Office for Civil Rights (OCR), received the above-referenced complaint against Mayer Unified School District #43 (District), pursuant to Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990, and its implementing regulation at 28 C.F.R. Part 35.

Before OCR opened the complaint for investigation and requested data, the District indicated its willingness to take immediate steps to ensure compliance with Section 504 and Title II. Pursuant to Sections 203 and 302 of OCR's *Case Processing Manual*, a complaint may be resolved during the evaluation phase when a recipient expresses an interest in resolving the allegations and OCR determines that it is appropriate to rapidly resolve them because OCR has identified concerns that can be addressed through a resolution agreement.

Accordingly, to resolve the issues identified by OCR, 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.

Individual Remedies for Students

1. The District will send correspondence to the Complainant by certified mail and e-mail that includes, at a minimum, the following: a) an invitation to the Complainant to XXX the Student in the District; b) the process for XXX; c) the District's commitment to provide all students, including students with disabilities in the District's XXX class, with equal access to the District's extracurricular programs and activities, including but not limited to the District's sports programs; d) an assurance that the Complainant and Student will not be retaliated against by any District staff for engaging in protected activity under Section 504 and Title II of the ADA; and e) notice that the Student's IEP team will convene to discuss compensatory services/remedial measures for the period of time that the Student was [X – phrase redacted – X].

REPORTING REQUIREMENT 1: Within 15 calendar days of signing this Agreement, the District will submit to OCR a copy of the correspondence that was sent to the Complainant pursuant to Term 1 with documentation demonstrating that it was sent by both certified mail and e-mail and the date it was sent and any responses received thereto.

2. **Within 30 calendar days of the Student's XXX**, the District will convene an Individual Education Program (IEP) meeting with a group of persons knowledgeable about the Student, the meaning of the evaluation data, and placement options within the District to determine what, if any, compensatory services or remedial measures the District should provide to the Student (at no cost to the Complainant) for [X – phrase redacted – X]. The District shall notify the Complainant in writing of the District's determination regarding

compensatory services/remedial measures and provide the Complainant with notice of the District's system of procedural safeguards.

REPORTING REQUIREMENT 2: Within 15 calendar days of convening the IEP meeting for the Student, the District will provide documentation to OCR indicating that the District complied with Term 2. This report shall include, at a minimum, a copy of the Student's IEP, if amended; a written statement reflecting the determination made by the team with regard to compensatory services or remedial measures and the information considered in reaching that determination; and any notices provided to the Complainant in accordance with Term 2. If more than 60 calendar days has elapsed since the signing of this Agreement and the Student has not yet re-enrolled in the District, the District will inform OCR that the Student has not re-enrolled in the District, and the District will accordingly be deemed to have satisfied Term 2.

3. If the IEP team determines that compensatory services or remedial measures are necessary for the Student in accordance with Term 2, **within 20 calendar days of said determination**, the IEP team will develop a compensatory education plan (Compensatory Education Plan) that specifies, at a minimum, the type of services to be provided to the Student, the manner in which the services will be provided, when the services will be provided, the individuals responsible for providing the services, and the length of time the services will be provided. The District will promptly notify the Complainant of the IEP team's decisions regarding compensatory services or remedial measures and provide the Complainant with a copy of the Compensatory Education Plan, if one was created.

REPORTING REQUIREMENT 3A: If the IEP team determines that compensatory services or remedial measures are necessary for the Student, then **within 25 calendar days of said determination**, the District will provide OCR with a copy of the Compensatory Education Plan developed to provide the Student with those compensatory/remedial services, a list of individuals (by name and title) who participated in the development of the Compensatory Education Plan, a summary of the information the team considered in developing the Compensatory Education Plan, and the communications with the Complainant regarding the Compensatory Education Plan. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that the Compensatory Education Plan has been approved.

REPORTING REQUIREMENT 3B: If a Compensatory Education Plan is developed pursuant to Term 3, then the District will provide documentation to OCR demonstrating the provision of the services in the Compensatory Education Plan **within 30 calendar days of providing OCR with a copy of the Compensatory Education Plan, and every 60 calendar days thereafter, until the District has completed providing all the services set forth in the Compensatory Education Plan.**

4. The District will send correspondence by certified mail and e-mail to the parents/guardians of the other student known to the District who is currently placed in the XXX class and was not permitted to participate in the District's XXX program during the XXX season that includes, at a minimum, the following: a) the District's commitment to provide all students, including students with disabilities in the XXX class, with equal access to the District's extracurricular programs and activities, including but not limited to the District's sports programs XXX; and b) an invitation to enroll the student in the District's sports programs, including but not limited to the District's XXX program next season.

REPORTING REQUIREMENT 4: Within 15 calendar days of signing this Agreement, the District will submit to OCR a copy of the correspondence that was sent pursuant to Term 4 with documentation demonstrating that it was sent by both certified mail and e-mail and the date it was sent.

5. The District will conduct an audit of all students currently enrolled in XXX (the School) who are presently placed in the XXX class or were placed in the XXX class for some period of time during their enrollment at the School to determine whether any other students have been excluded from participation in the District's extracurricular programs and activities, including but not limited to the District's sports programs.

REPORTING REQUIREMENT 5: Within 60 calendar days of XXX, the District will submit to OCR a list of all students identified pursuant to Term 5 with the dates the students were placed in the XXX class and the programs or activities from which the students were excluded from participation.

6. The District will send correspondence by email to the parents/guardians of all students identified pursuant to Term 5 that contains, at a minimum, the District's commitment to provide all students, including students with disabilities, with equal access to the District's extracurricular programs and activities, including but not limited to the District's sports programs, and who to contact (with the individual's contact information) if a student is not currently being afforded equal access to the District's extracurricular programs and activities.

REPORTING REQUIREMENT 6: Within 75 calendar days of XXX, the District will submit to OCR a copy of the correspondence that was sent to parents/guardians pursuant to Term 6 with documentation showing to whom it was sent and when and any responses received thereto.

Policies and Procedures

7. The District will draft for OCR's review and approval a memorandum to all current District administrators, teachers and special education staff of the School, and any other staff the District deems appropriate, regarding the District's obligations under Section 504 and Title II to provide students with disabilities with a free appropriate public education (FAPE) and an equal opportunity to participate in all the District's nonacademic and extracurricular

services and activities. The memorandum will include, at a minimum, all the legal standards/principles discussed in OCR’s resolution letter.

REPORTING REQUIREMENT 7: Within 60 calendar days of signing this Agreement, the District will provide a copy of the draft memorandum required by Term 7 to OCR for review and approval. The District agrees to fully and promptly respond to OCR’s concerns, if any, until OCR notifies the District that the memorandum is approved.

8. The District will disseminate the memorandum required by Term 7 to all current District administrators, teachers and special education staff of the School, and any other staff the District deems appropriate, in whatever manner the District typically communicates important information to employees.

REPORTING REQUIREMENT 8: Within 15 calendar days of OCR’s approval of the memorandum required by Term 7, the District will provide OCR with documentation demonstrating the completion of Term 8, including the final memorandum that was sent, when the memorandum was disseminated, how it was disseminated, and to whom it was disseminated.

9. The District will draft for OCR’s review and approval training materials for all current District administrators, teachers and special education staff of the School, and any other staff the District deems appropriate, regarding the District’s obligations under Section 504 and Title II to provide students with disabilities with a free appropriate public education (FAPE) and an equal opportunity to participate in all the District’s nonacademic and extracurricular services and activities. The training should address, at a minimum, all the legal requirements discussed in the memorandum developed pursuant to Term 7 of this Agreement.

REPORTING REQUIREMENT 9A: Within 30 calendar days of OCR’s approval of the memorandum required by Term 7, the District will provide for OCR’s review and approval plans for the training as described in Term 9. This staff training plan will include a copy of draft training materials and the names and qualifications of the trainer(s) the District proposes to use to fulfill Agreement Term 9. The District agrees to fully and promptly respond to OCR’s concerns, if any, until OCR notifies the District that its training materials and proposed trainer(s) are approved.

REPORTING REQUIREMENT 9B: Within 60 calendar days of OCR’s approval of the training plan and trainer(s) required by Term 9, the District will provide OCR with documentation that demonstrates that the training has been completed. This documentation will include, but is not limited to, the date(s) of the training, a list of all District administrators and teachers and special education staff of the School, and a list of training participants. If any required administrators, teachers, or special education staff are absent from the training, please identify the employee(s) and a plan to ensure that the individual(s) are trained.

10. The District will draft for OCR’s review and approval revisions to the Parent Student Handbook for the XXX class (Handbook) and any other documents that discuss the ability of students in the XXX class to earn time in the general education setting, which will, at a minimum, remove the opportunity to gain time in the general education setting by earning points for good behavior.

REPORTING REQUIREMENT 10: Within 60 calendar days of signing this Agreement, the District will provide a draft of the revised Handbook and any other documents requiring revision pursuant to Term 10 to OCR for review and approval. The District agrees to fully and promptly respond to OCR’s concerns, if any, until OCR notifies the District that the revised Handbook and any other documents submitted are approved.

11. The District will disseminate its revised Handbook and any other documents that are revised pursuant to Term 10 to all parents/guardians of students currently in the XXX class using its standard methods for disseminating new policies and procedures that impact students in the XXX class.

REPORTING REQUIREMENT 11: Within 20 calendar days of OCR’s approval of the revised Handbook and any other documents requiring revisions pursuant to Term 10, the District will provide OCR with documentation demonstrating the completion of Term 11, including how, when, and to whom the revised Handbook and any other documents were disseminated. The District will also provide OCR with a list of all students currently in the XXX class with the names of their parents/guardians.

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, which were at issue in this 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 and Title II.

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 60 calendar days to cure the alleged breach.

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

For District:

_____/s/_____

October 20, 2022
Date