

RESOLUTION AGREEMENT

Gaston County Schools

Complaint No. 11-15-1020

Gaston County Schools (the District) agrees to fully implement this Resolution Agreement (Agreement) to resolve the above-referenced complaint.

GENERAL PROVISIONS

1. This Agreement does not constitute an admission by the District of any violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans With Disabilities Act of 1990 (Title II), or any other law enforced by OCR.
2. Full implementation of this Agreement by the District resolves the allegations in, and OCR's compliance concerns regarding, the above-referenced complaint.

SUBSTANTIVE PROVISIONS

3. By February 6, 2015, the District will provide written notice to the Complainant of a mutually agreeable date and time for a Section 504 meeting of a group of persons knowledgeable about the Student (including the Complainant), her Section 504 Plan, and the implementation of that Plan from the beginning of the current school year through early October 2014. At this meeting, the participants will consider all of the relevant evidence and determine whether the Student's Section 504 Plan was consistently and fully implemented by the Student's teacher, and, if not, what compensatory education aids and services the District must provide to the Student (in addition to those already provided by the Student's homebound teacher) to afford her a free and appropriate public education (FAPE), that is, to meet the individual educational needs of the Student as adequately as the District met the needs of her fellow students without disabilities during this same period of time.
4. By June 30, 2015, the District will: provide the Student with all of the compensatory education aids and services that were determined to be needed pursuant to Provision 3, if any; provide the Student with the opportunity to retake all tests and complete and submit all work relating to such compensatory education; and revise the Student's grades following the completion of such compensatory education, to the extent merited.
5. If the Student attends a XXXX for part of the current school year, the District will, within two weeks of the Student's return to the District's educational program, complete a re-evaluation of the Student consistent with the requirements of Section

504 and Title II, e.g., it will: (1) draw upon a variety of sources in the re-evaluation process; (2) establish and/or follow procedures to ensure that information obtained from all sources is documented and carefully considered; (3) ensure that each placement decision is made by a group that includes persons knowledgeable about the Student (including the Complainant), the meaning of the evaluation data, and the placement options; and (4) notify the Complainant of her due process rights.

6. If, pursuant to Provision 5, the District determines that the Student is in need of changes to the regular or special education and related aids and services included in the Student's Section 504 Plan, it will, within one week of the re-evaluation, amend the Section 504 Plan to provide the Student with FAPE.
7. The District will fully implement all of the Student's Section 504 Plans and amendments to those Plans in effect during the current school year.
8. The District will ensure that there is a change in teacher assignment.
9. The District will maintain such documentation of the above commitments as is needed to demonstrate that it has fulfilled those commitments.

REPORTING PROVISIONS

10. By June 30, 2015, the District will provide OCR with a report regarding its compliance with Provisions 3 and 4, including: a cover letter in which the District summarizes its compliance efforts pursuant to these Provisions and all documentation relating to those efforts, including: explanations for the decisions made pursuant to Provision 3; a description of the services provided pursuant to Provision 4, if any, and when and by whom they were provided; and documentation of all resulting grade changes, if any.
11. Within five weeks of any return of the Student described in Provision 5, the District will provide OCR with a report regarding its compliance with Provisions 5 and 6, including: a cover letter in which the District summarizes its compliance efforts pursuant to these Provisions and all documentation relating to those efforts, including all records relating to the re-evaluation referenced in Provision 5 and the amended Section 504 Plan, if any, adopted pursuant to Provision 6.
12. By June 30, 2015, the District will provide OCR with a report regarding its compliance with Provisions 7 and 8, including: a cover letter in which the District summarizes its compliance efforts pursuant to these Provisions and all documentation relating to those efforts, including: copies of all new Section 504

Plans and Section 504 Plan amendments that were not previously submitted to OCR; copies of all written complaints and descriptions of all verbal complaints made by the Complainant after the signing of this Agreement concerning alleged District failures to implement any of the Student’s Section 504 Plans in effect during the current school year, and all records relating to meetings at which such alleged failures were discussed with the Complainant; and a statement certifying that the teacher referenced in Provision 8 did not teach, supervise, or exercise custodial control over the Student following the signing of this Agreement.

13. The District understands that:
- a. OCR will not close the monitoring of this Agreement until it determines that the District has fulfilled all of its terms and is in compliance with Section 504 and Title II with respect to the issues addressed in this Agreement;
 - b. During the monitoring of this Agreement, OCR may visit the District, interview staff and students, and request such additional reports and 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 with respect to the issues addressed in this Agreement; and
 - c. OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement, but before initiating such proceedings, OCR will give the District written notice of the alleged breach and a minimum of sixty (60) calendar days within which to cure it.

APPROVAL

By: _____/S/_____
W. Jeffrey Booker, Superintendent
Gaston County Schools

_____12/12/2014_____
Date