

RESOLUTION AGREEMENT
Yadkin County Schools
OCR Case No. 11-18-1141

Yadkin County Schools (the District) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-18-1141. This Agreement does not constitute an admission by the District of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR.

1. Proactive Outreach

- A. Within a month after the signing of this Agreement, the Executive Director of Student Services will schedule either an in-person meeting or a phone conversation with the Complainant to discuss best practices and resources for providing services to deaf and hard-of-hearing XXXX.
- B. Within a month after the signing of this Agreement, the Teacher of the Deaf/Hard-of-Hearing for the District will send a letter to all XXXX in the District who are known to be deaf or hard-of-hearing. The letter will include the following:

- i) The statement below informing the parents and guardians of the District's legal obligation:

“The Title II regulation, at 28 C.F.R. § 35.160, requires school districts to ensure that communication with individuals with hearing, vision, or speech disabilities is as effective as communication with individuals without disabilities. To do this, school districts must provide appropriate auxiliary aids and services where necessary to provide effective communication so that individuals with disabilities have an equal opportunity to participate in, and enjoy the benefits of, the services, programs, and activities of the district. Title II requires public schools to give primary consideration to the auxiliary aid or service requested by the individual with the disability when determining what is appropriate for that individual. A school district is not required to provide a particular auxiliary aid or service if the district can demonstrate that doing so would fundamentally alter the nature of a service, program, or activity, or that it would be an undue financial and administrative burden. However, the district still has an obligation to provide an effective auxiliary aid or service to the maximum extent possible.”

- ii) Notification that to ensure a qualified interpreter can be made available, interpreting services must be requested 72 hours in advance for activities and events that take place during normal school days and 2 weeks in advance for activities that take place in the evenings and on weekends. If less notice is given, the District will make reasonable efforts to schedule interpreting services, but a qualified interpreter may be unavailable given the shortened timeframe. A request for interpreting services may be made through a teacher or administrator.

Parents and guardians may also contact the Teacher of the Deaf/Hard-of-Hearing directly.

- iii) The Teacher of the Deaf/Hard-of-Hearing’s contact information and notification that he/she will serve as the point person for any questions or concerns relating to the provision of services XXXX.

Reporting Requirements:

- a. Within two weeks after the conversation between the Executive Director of Student Services and the Complainant as specified in Provision 1A above, the District will submit to OCR confirmation that the conversation occurred.
- b. Within two weeks after the signing of this Agreement, the District will submit to OCR for its review and approval a draft of the letter as specified in Provision 1B above.
- c. Within one week after sending the letter, the District will submit to OCR a final copy of the letter and verification that it was sent to all XXXX in the District who are known to be deaf or hard-of-hearing.

2. Protocol Updates

Within a month after the signing of this Agreement, the District will disseminate a memo to all instructional staff and administrators in the District informing them of the protocol with regard to the provision of services for XXXX, and other community members who are deaf or hard-of hearing. The memo will include the following:

- i) The statement below reminding instructional staff and administrators of the District’s legal obligation:

“The Title II regulation, at 28 C.F.R. § 35.160, requires school districts to ensure that communication with individuals with hearing, vision, or speech disabilities is as effective as communication with individuals without disabilities. To do this, school districts must provide appropriate auxiliary aids and services where necessary to provide effective communication so that individuals with disabilities have an equal opportunity to participate in, and enjoy the benefits of, the services, programs, and activities of the district. Title II requires public schools to give primary consideration to the auxiliary aid or service requested by the individual with the disability when determining what is appropriate for that individual. A school district is not required to provide a particular auxiliary aid or service if the district can demonstrate that doing so would fundamentally alter the nature of a service, program, or activity, or that it would be an undue financial and administrative burden. However, the district still has an obligation to provide an effective auxiliary aid or service to the maximum extent possible.”

- ii) Notification that parents and guardians have been told that interpreting services must be requested 72 hours in advance for activities and events that take place during normal school days and 2 weeks in advance for activities that take place in the evenings and on weekends. If less notice is given, the District will make reasonable efforts to schedule interpreting services, but a qualified interpreter may be unavailable given the shortened timeframe. If a teacher or principal receives a request for interpreting services, that request should be relayed via email to the Teacher of the Deaf/Hard-of-Hearing immediately.
- iii) Notification that any time staff is hosting a public event, they should anticipate that parents, guardians, and other individuals may need accommodations, and should have a plan in place to process requests for such accommodations.
- iv) The Teacher of the Deaf/Hard-of-Hearing's contact information.
- v) Notification that if staff has any questions, they should contact the principal who has received additional training on the implementation of this protocol.

Reporting Requirements:

- a. Within two weeks after the signing of this Agreement, the District will submit to OCR for its review and approval a draft of the memo as specified in Provision 2 above.
- b. Within one week after sending the memo, the District will submit to OCR a final copy of the memo and verification that it was sent to all instructional staff and administrators in the District.

3. Training

By the end of the 2017-2018 school year, the District will provide training to all instructional staff and administrators at XXXX and leadership training for all principals and central office leadership in the District. The training will cover legal obligations under Title II with regard to effective communication as well as the protocol in the District regarding the request for interpreting services. The Complainant will be invited to participate in the trainings and may do so by attending in-person or by submitting a 5-10 minute video that will be presented during the training. All principals participating in the leadership training will be expected to communicate the information shared at the training to other administrators and instructional staff at their school.

Reporting Requirement:

- a. Within two weeks of completing the trainings as specified in Provision 3 above, the District will submit to OCR a detailed description of or documentation related to the trainings, including the date(s) of the trainings, the name and title of the presenter(s), a copy of the training content including any agendas and presentation slides, and the name, position, and signature of each employee who attended the trainings.

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 the 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. Upon the District's satisfaction of the commitments made under this Agreement, OCR will close 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 will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: _____/s/_____ Date: _____03/22/2018_____

Kristi L. Gaddis
Executive Director of Student Services