

## **RESOLUTION AGREEMENT**

### **Union Day School**

#### ***OCR Complaint No. 11-19-1119***

Union Day School (the School) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegation(s) investigated in Office for Civil Rights (OCR) Complaint No. 11-19-1119. This Agreement does not constitute an admission by the School of a 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.

1. By August 30, 2019, the School will provide training to all administrators, teachers, and staff. The training will cover the requirement to provide students with disabilities a free, appropriate public education (FAPE) under Section 504. The training will emphasize the School's obligations under Section 504 to: (1) implement a student's Individualized Education Program (IEP) or Section 504 Plan, as written; and (2) evaluate or re-evaluate students who, because of disability, need or are believed to need special education or related services.

**Reporting Requirements:** By September 15, 2019, the School will provide OCR the following documentation demonstrating that Provision #1 was completed: (1) the names and titles of the individuals who attended the training session(s); (2) a copy of all training materials, including agendas and handouts; and (3) the name(s) of the individual(s) who conducted the training sessions(s).

2. By August 1, 2019, the School will offer the Complainant an opportunity to meet with School staff to discuss the School's failure to implement the Student's IEP and the School's delay in re-evaluating the Student during the 2018-2019 school year. If the Complainant agrees to meet, the School will convene a group of persons knowledgeable about the Student, the evaluation data, and the placement options to determine whether the Student is entitled to compensatory and/or remedial services for: (1) the time period the Student did not receive special education services during the 2018-2019 school year; and (2) for the time period the School delayed the Student's re-evaluation during the 2018-2019 school year. The group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond December 1, 2019.

**Reporting Requirements:**

By August 15, 2019, the School will provide OCR documentation demonstrating its implementation of Provision #2. Specifically, the School will provide OCR a copy of the letter sent to the Complainant, as well as a written copy of the group's determination. The School will also provide a list of participants (by name and title), a copy of the meeting summary notes, and a copy of the plan for providing the Student compensatory and/or remedial services.

By December 15, 2019, the School will provide documentation to OCR of the dates, times, and locations that compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).

*The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.*

The School 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 School understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms and obligations of this Agreement. Upon the School's satisfaction of the commitments made under this Agreement, OCR will close this case.

The School understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: \_\_\_\_\_  
Dr. Pam Long, Head of School  
Union Day School

Date: \_\_\_\_\_