

Resolution Agreement
Youngstown City School District
OCR Docket #15-13-1360

The Youngstown City School District (the District) voluntarily submits this Resolution Agreement to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of ensuring compliance with Section 504 of the Rehabilitation Act of 1973, 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, 42 U.S.C. § 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35, and to resolve the above-reference complaint. This Agreement has been entered into voluntarily and does not constitute a finding or an admission that the District is not in compliance with Section 504 or Title II and their implementing regulations. The District agrees to take the following actions:

ACTION STEPS

- A. By xxxxxx xx xxxx, the District will commence a re-evaluation of the student at issue in this complaint (the Student) to determine: (1) whether xxx xxxxxxxx has a disability or disabilities, as defined by Section 504 and Title II; and (2) if so, what xxx xxxxxxxx needs in order to receive a free appropriate public education (FAPE), i.e., the provision of regular or special education and related aids and services that are designed to meet the individual educational needs of the Student as adequately as the needs of persons without disabilities are met and that are based upon adherence to procedures that satisfy the educational setting, evaluation, placement, and procedural safeguards requirements of the Section 504 regulation at 34 C.F.R. §§ 104.34-104.36. In reaching a determination of eligibility and placement, the case team will afford appropriate consideration to evaluation information concerning possible xxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxx affecting the Student's behavior and information concerning any xxxxxxxxxxx xxxxxxxx.
- B. If the District determines that the Student is eligible for services beyond those previously provided, the District will also determine whether compensatory education services are necessary for the period during the xxxxx-xxxxx school year preceding the re-evaluation. The District will draft a written plan for the provision of the compensatory education services, which will identify the nature and amount of services to be provided and will become part of the Student's Section 504 plan or Individualized Education Program (IEP). The District will then provide the compensatory education services to the Student at no cost to the Student's parent.
- C. The Student's parent will be invited to participate in the above-described processes, and, if she is unable to attend, will be given a meaningful opportunity to provide input before any final decisions are made. The District will provide the Student's parent with notice of the determinations made pursuant to Items A and B above, as well as the procedural safeguards afforded under Section 504 at 34 C.F.R. § 104.36, including the parental right to challenge the District's determinations about the Student's evaluation and

placement, including decisions concerning compensatory services, through requesting an impartial due process hearing.

- D. The District will xxxxxxxxxx the Student's xxxxxxxxxx xxxxxxxxxx for the xxxx-xxxx school year, including any references xx xxx xxx xx xxxxxx xxxxxxxxxx, and will remove all information pertaining to any xxxxxxxxxx for the xxxx-xxxx school year from the Student's education file.

REPORTING REQUIREMENTS

By March 28, 2014, the District will provide OCR with documentation verifying its implementation of Action Steps A-D above, with the exception of the provision of compensatory services. The documentation will include all documents considered and produced at or regarding the case team meeting(s), showing the date(s) the team met, the participants by name and title, copies of any Evaluation Team Report (ETR), documentation reflecting the determination made concerning the Student's eligibility, the Section 504 plan or IEP or revisions to the existing IEP developed following the re-evaluation, verification that the Student's xxxxxxxxxx record for the xxxx-xxxx school year has been xxxxxxxxxx and pertinent records removed from the Student's education file, and documentation of any input provided by the Student's parents and showing that procedural safeguards were provided to them. Documentation will also include determinations made concerning the provision of compensatory services agreed upon and, if pertinent, the plan for the provision of the compensatory services, as well as the notice issued to the Student's parent of the determinations made at the Section 504 meeting and her procedural safeguards.

By June 30, 2014, the District will provide OCR with documentation verifying its provision of compensatory education services determined pursuant to Action Step B above.

GENERAL REQUIREMENTS

The District understands that, by signing this Agreement, it agrees to provide data and other information to OCR in a timely manner. Further the District understands that during the monitoring of this Agreement 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 Section 504 and its implementing regulation at 34 C.F.R. §§ 104.33 and 104.35, which were at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that 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. §§ 104.33 and 104.35.

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 shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

/s/

2/25/2014

Superintendent or designee

Date