

**Resolution Agreement**  
**Caledonia Community Schools**  
**OCR Docket No. 15-13-1388**

The Caledonia Community Schools (the District) voluntarily submits the following Agreement (the Agreement) to the U.S. Department of Education's Office for Civil Rights (OCR) to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, as well as Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12131 *et seq.* and its implementing regulation at 28 C.F.R. Part 35, and to resolve the above-referenced 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. Accordingly, the District agrees to take the following actions:

- I. By February 27, 2014, the District shall send a letter to the parents of the student at issue in this complaint (the Student), stating that, should the Student re-enroll in the District, the District will provide the Student with an effective Xxx xxxxxxxx, including both xxxxxxxxxxxx and xxxxxxxxxxxx components, within one calendar week of xxx re-enrollment and will ensure that District personnel are aware of and using the xxxxxx in the appropriate manner. The letter will also offer to convene the Student's Section 504 team (team) to amend the Student's Section 504 plan to include provision of an effective Xxx xxxxxxxx, including all necessary components; to evaluate the lost educational benefit due to any denial of an effective Xxx xxxxxxxx to the Student during the xxxx-xxxx and xxxx-xxxx school years; and, in the event of any lost educational benefit, to develop a written plan to provide the Student with any compensatory education or other remedial services deemed necessary. The letter will further:
  - a. invite the Student's parents to participate at the Section 504 meeting and will provide a meaningful opportunity for them to provide input;
  - b. request other information deemed necessary by the team to evaluate the Student's current disability, need for services, and educational progress;
  - c. request that the parents provide consent for the Student to receive a current xxxxxxxxxxxxxxxx examination, if deemed necessary by the team;
  
- II. By March 31, 2014, the team will:
  - a. ensure that any additional testing or other pre-meeting evaluation of the Student is complete;
  
  - b. meet and:

- i. if the Student has re-enrolled in the District, amend the Student's Section 504 plan to require the District to provide the Student with an effective Xxx xxxxxxxx, including both xxxxxxxxxxxx and xxxxxxxxxxxx components and/or other types of auxiliary aids and services the team deems necessary to afford the Student an equal opportunity to participate in and benefit from the District's programs and to provide the Student with communication as effective as that provided to others, giving primary consideration to the request of the Student and the Student's parents as required by the Title II implementing regulation at 28 C.F.R. § 35.160;
    - ii. whether or not the Student has re-enrolled in the District, evaluate the lost educational benefit due to any denial of an effective Xxx xxxxxxxx to the Student during the xxxx-xxxx and xxxx-xxxx2014 school years and, in the event of any lost educational benefit, develop a written plan to provide the Student with the compensatory education or other remedial services deemed necessary, which plan will identify the nature and amount of the services to be provided at no cost to the Student's parents, by whom, and when, and will become part of the Student's Section 504 plan; and
  - c. notify the Student's parents of the determinations of the Section 504 team and of the procedural safeguards available to them under 34 C.F.R. § 104.36, including their right to challenge the determinations through an impartial due process hearing should they disagree.
- III. Following the team's determinations pursuant to paragraph II of this Agreement, the District will promptly provide any compensatory education or other remedial services determined to be necessary to the Student at no cost to the Student's parent.
- IV. Should the Student re-enroll in the District during the xxxx-xxxx school year, the District will, within a calendar week of the Student's re-enrollment, provide written instructions to appropriate building personnel on how and when the Xxx xxxxxxxx is to be implemented for the Student and will provide the Xxx xxxxxxxx, including both xxxxxxxxxxxx and xxxxxxxxxxxx components, to the Student. The Director will monitor the xxxxxxxx appropriate use in the Student's classrooms and other school activities.

**REPORTING REQUIREMENT:** By February 28, 2014, the District will provide OCR with a copy of the letter sent to the Student's parents pursuant to paragraph I of this Agreement.

**REPORTING REQUIREMENT:** By April 17, 2014, the District will provide OCR with documentation demonstrating implementation of paragraph II of this Agreement, including, but not limited to: a copy of the team's report from the Section 504 meeting showing when the team met, who was present, what was discussed, the team's decisions, and the bases for those decisions; a copy of the modified Section 504 Plan, if the Student re-enrolls; a copy of the plan for any compensatory education or other remedial services; documentation of any input provided by the Student's parents; and a copy of the follow-up notice to the Student's parents regarding the team determinations and their right to challenge the determinations through impartial hearings. OCR will review the documentation submitted to ensure that the District met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.

**REPORTING REQUIREMENT:** By September 30, 2014, the District will provide documentation to OCR of the dates, times, and locations that any compensatory education or other remedial services were provided to the Student pursuant to paragraph III of this Agreement, including the name(s) and title(s) of the service provider(s).

The District will also provide either a statement that the Student did not re-enroll in the District for the xxxx-xxxx school year or information documenting its implementation of paragraph IV of this Agreement. Such information will include a copy of written instructions provided to appropriate building personnel, as well as a statement from the Director of Student Services that the Xxx xxxxxxxx, including both xxxxxxxxxxxx and xxxxxxxxxxxx components, has been provided to the Student and that the Director has monitored its appropriate use in the Student's classrooms. The District will also include documentation demonstrating its acquisition of an appropriate Xxx xxxxxxxx xxxxxxxxxxxx

## **General Requirements**

The District understands that by signing this agreement it agrees to provide data and other information 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 the regulation implementing Section 504 at 34 C.F.R. § 104.35 and the regulation implementing Title II at 28 C.F.R. § 35.160, which were at issue in this complaint.

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 Title II and their implementing regulations.

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/

2/27/2014