

Resolution Agreement
Grandview Heights City School District
OCR Docket Numbers 15-14-1294 and 15-15-1046

The Grandview Heights City School District (the District) submits the following agreement (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, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. part 35, and to resolve the above-referenced complaints. 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 affirms its responsibility to ensure that communications with students who have hearing-related disabilities are as effective as communications with others and that, to provide such effective communications, the District is responsible for providing appropriate auxiliary aids and services as necessary so that students with hearing-related disabilities have an equal opportunity to participate in, and enjoy the benefits of, the District's services, programs, and activities. The District therefore agrees to take the following actions:

ACTION STEPS

1. During District assemblies with audiences of xx individuals or more or in other circumstances as necessary for effective communication, such as when the [x--- paragraph redacted---] unless the District determines that to provide such services would constitute a fundamental alteration of the nature of the assembly or would constitute an undue administrative or financial burden under Section 504 and/or Title II. In such a case, the District still has an obligation to provide, to the maximum extent possible, an effective auxiliary aid or service.

Should the District believe xxxx or similar xxxxxx xx xxxx xxxxxxxx are not necessary to provide the Student with effective communication for a particular assembly, the District will review this preliminary determination and make an individualized, case-by-case decision by considering the nature of the Student's disability and the methods of communication she uses; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place to determine what auxiliary aids and services are necessary to provide the Student with effective communication. The District will give primary consideration to the particular auxiliary aid or service the Student requests and shall honor that choice unless it can demonstrate that an alternative auxiliary aid or service provides the Student with communication that is as effective as that provided to students without disabilities and affords her an equal opportunity to participate in and benefit from the service, program, or activity.

2. By February 27, 2015, the District will develop a calendar of all scheduled assemblies for the remainder of the 2014-2015 school year, specifying the nature of these

assemblies and the venue in which they will occur (e.g., the type of activities that will take place, number of participants, nature of the space, expected xxxxx levels).

The District will share this calendar and descriptions with the Student. The District will then provide effective auxiliary aids, as described in item 1 of this agreement, for each assembly the Student is required to attend.

3. By March 15, 2015, the District will also develop and implement a procedure to require teachers, District staff, and others who will schedule/hold assemblies that the Student is eligible to attend, at the District, on District property, or at District assemblies held away from the District, but that have not been previously scheduled on the calendar developed under item 2 above to promptly notify designated District staff of the assemblies and to provide sufficient information so that the District can determine which ones might require xxxx or similar services for the Student. The District will then contact the Student to determine if the Student plans to attend and if the Student wishes to receive xxxx or similar services for the assembly in question.
4. By March 15, 2015, the District will develop and implement a procedure to back up its usual method of providing xxxx or similar services for assemblies so that, should the District not be able to provide such services in the usual fashion on occasion due to technical or other problems, the District will have a procedure in place to ensure the Student can participate in and receive the benefits of the assembly in question to the degree possible under the circumstances and to ensure that the Student receives information conveyed during the assembly.
5. By March 15, 2015, the District will provide the Student with the information provided to other students during an assembly on xxxxxx xx xxxx, concerning how to utilize Chromebooks either by providing her with complete notes about the presentation or by scheduling a makeup session/additional training with her, unless the Complainant or the Student refuses such a session. Similarly, the District will summarize for the Student any information she missed and wishes to obtain concerning an assembly/pep rally held on xxxxxxxx xx xxxx.

REPORTING REQUIREMENTS

6. By February 27, 2015, the District will provide OCR with a copy of the calendar of scheduled assemblies prepared pursuant to item 2 of this Agreement.
7. By March 15, 2015, the District will provide OCR with copies of the procedures developed pursuant to items 3 and 4 of this Agreement.
8. By March 15, 2015, the District will provide OCR with information documenting its implementation of item 5 of this Agreement.
9. By June 30, 2015, the District will:

- a. provide OCR with information documenting its implementation of item 3 of the Agreement as to assemblies not included in the calendar shared with the Student by March 15, 2015;
- b. provide OCR with a list and description of assemblies that the Student actually attended from March 1, 2015 to the end of the academic year;
- c. provide OCR, pursuant to item 1 of the Agreement, with information documenting the date and nature of the assemblies for which the Student was provided with xxxx or other similar services;
- d. provide OCR with a rationale as to why xxxx or similar services were not provided for other assemblies the Student attended, per items 1 and 4 of the Agreement, as well as information documenting its implementation of item 4 concerning information presented at the assemblies.

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 Section 504 and its implementing regulation at 34 C.F.R. § 34 C.F.R. § 104.4(b)(1)(ii) and Title II and its implementing regulation at 28 C.F.R. § 35.130(b)(1)(ii) and 28 C.F.R. §§ 35.160(a) and (b), 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. § 34 C.F.R. § 104.4(b)(1)(ii) and Title II and its implementing regulation at 28 C.F.R. § 35.130(b)(1)(ii) and 28 C.F.R. §§ 35.160(a) and (b).

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/_____
Superintendent or designee

__2/23/15_____
Date