

**303 Resolution Agreement  
Howell Public Schools  
OCR #15-15-1094**

Howell Public Schools (the District) agrees to resolve the allegation of discrimination on the basis of disability contained in complaint #15-15-1094 filed with the U.S. Department of Education, Office for Civil Rights (OCR). The District submits this Resolution Agreement (the Agreement) to ensure compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 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. § 12132, and its implementing regulation at 28 C.F.R. Part 35.

**REMEDIES**

1. By October 1, 2015, after providing proper written notice to the Student's parent/guardian, the Student's Individualized Education Program (IEP) team will meet to determine whether the Student needs compensatory and/or remedial services as a result of the educational placement and services provided from xxxxxxxxxx x xxxx xx xxxxxxxxxx x xxxx, and xxxxxx xx xxxx to the date of this agreement. The IEP team will develop a written plan for providing the Student with the compensatory education or other remedial services deemed necessary, and will identify the nature and amount of the services to be provided at no cost to the Student's parents, by whom, and when. The District will provide the Student's parents with a meaningful opportunity to provide input into these determinations, notice of the determinations made, and notice of the applicable procedural safeguards, including their right to challenge such determinations through an impartial due process hearing should they disagree.

**Reporting requirement:** By October 15, 2015, the District will submit to OCR documentation showing implementation of Item 1 above, including a copy of any correspondence with the family; a copy of any meeting minutes, list of attendees, evaluation materials; a copy of any plan developed for the Student; documentation of any input provided by the Student's parents and showing that procedural safeguards were provided to them; and any other documentation relevant to the determinations reached in accordance with Item 1. Should the District determine that no compensatory education or other remedial services are necessary, the District will provide a written explanation of the reasons for this determination, along with any supporting documentation. 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.

Should the IEP Team determine that the Student needs compensatory education, by July 1, 2016, the District will provide documentation to OCR of the dates, times, and locations that the compensatory education or other remedial services were provided to the Student, including the name(s) and title(s) of the service provider(s). If at any point during the 2015-2016 school year, the Student is unable to receive compensatory education, the

District may suspend its provision of compensatory education for this period, resuming as soon as the Student is able to resume her education. If, due to the Student's xxxxxxxx xxxxxxxx, the District has not provided the Student with the balance of any compensatory education due by the last day of the 2015-2016 school year, the District will no longer be responsible for providing the compensatory education to the Student described in Paragraph 1. To the extent that the District wishes to assert to OCR under this Agreement that the Student was xxxxxxxxxx unable to receive education for any point during the 2015-2016 school year, it must provide sufficient supporting documentation to OCR, such as a letter from the Student's physician or parent with specific dates of impairment.

2. By October 1, 2015, the District will provide training regarding the District's policies and procedures for the identification, evaluation, and placement of students under Section 504 to all Howell High School and Freshman Campus teachers, administrators, and other staff involved with such identification, evaluation, and placement.

**Reporting Requirement:** By October 15, 2015, the District will submit to OCR documentation of its compliance with Item 2, including a copy of all training materials used or distributed during the trainings and an outline of what was covered in the training if not self-evident from the materials; the names, titles, and qualifications of the individuals who conducted the training; and a list of all staff members trained.

### **GENERAL REQUIREMENTS**

The District understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.33, 104.34, 104.35, and 104.36, and Title II, at 28 C.F.R. §35.130(a) and (b)(1)(iii), which were at issue in this case. The District also 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 this 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 and is in compliance with the regulations implementing Section 504, at 34 C.F.R. § 104.35, which was at issue in 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 shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

This Agreement has been entered into voluntarily by the District and does not constitute an admission by the District that it is not in compliance with Section 504 or Title II or their implementing regulations.

\_\_\_\_\_/s/\_\_\_\_\_  
Superintendent

\_\_\_\_07/07/2015\_\_\_\_\_  
Date