

**Milan Area Schools  
Resolution Agreement  
OCR Docket #15-20-1237**

The Milan Area Schools (the District) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of resolving the above-referenced complaint and 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 (Section 504), and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.*, and its implementing regulations at 28 C.F.R Part 35 (Title II). This Agreement is being voluntarily submitted by the District under Section 302 of OCR's *Case Processing Manual* and before the completion of OCR's investigation and any issuance of findings. By submitting this Agreement, the District does not admit any violations of applicable law. Nothing in this Agreement may be construed as a determination that the Student was denied a free appropriate public education (FAPE), subjected to disability-based harassment, or entitled to compensatory or remedial services.

The District agrees to take the following actions:

**Individual Remedies**

1. By **November 13, 2020**, the District will complete a comprehensive investigation of the X-SENTECED REMOVED-X. The investigation will comply with the requirements of Section 504 and Title II, incorporate appropriate due process standards, and provide for the prompt and equitable resolution of the grievance. At a minimum, the District's investigation will include (1) XXXXX XXXX XXXXX XXXXX XXXXX; (2) the opportunity for the parties to identify witnesses and other evidence; (3) an inquiry into any incident of alleged disability-based harassment raised during OCR's investigation as summarized in OCR's resolution letter to the District; and (4) written notification to the parties of the outcome of the investigation. To the extent the investigation determines XXXXX XXXXX XXXX XXXXX XXXXX, the District will take steps to prevent its recurrence and to correct its discriminatory effects on the Student.

**REPORTING REQUIREMENT:** By **January 15, 2021**, the District will provide OCR with documentation that it has complied with Item 1 above, including, as applicable, a copy of the written notification of the outcome of the investigation, a description of any remedies provided to the Student, and a copy of any internal District investigation report.

2. X-PARAGRAPH REMOVED-X
  - a. Discuss the findings of the investigation outlined in Item 1, if any. The District will ensure the Team is provided with copies of the written notification of the outcome of the investigation in order to assist with this requirement.
  - b. X-PARAGRAPH REMOVED-X

c. X-PARAGRAPH REMOVED-X

d. X-PARAGRAPH REMOVED-X

#### **REPORTING REQUIREMENTS:**

By **January 15, 2021**, the District will X-PARAGRAPH REMOVED-X

By **June 25, 2021**, if X-PARAGRAPH REMOVED-X

#### **District Remedies**

3. By **December 30, 2020**, the District will provide training regarding XXXXX XXXXX to all District administrators who are responsible for implementing Section 504 and Title II and all administrators and instructional staff, including paraprofessionals, at the Clayton H. Symons Elementary School. X-SENTENCE REMOVED-X. The training will further review the content of the District's Section 504/Title II grievance procedures. This training will be conducted by a person knowledgeable about these subjects. In implementing this paragraph, the District may use technology and/or alternative training modes to provide the training, as long as the content meets the requirements of this paragraph and as long as the technology and/or alternative training modes selected are capable of creating documentation of the content of the training, the names of the individuals trained and the dates that the training occurred.

**REPORTING REQUIREMENT:** By **January 15, 2021**, the District will provide documentation to OCR to verify its implementation of Item 3. Specifically, the District will provide verification of the names and titles of administrators and staff who received the training, a list of any staff who did not participate in the training, a description of the qualifications of the presenter(s), outlines of the topics covered in the training, and any materials distributed during the training.

#### **GENERAL REQUIREMENTS**

The District 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 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 and obligations of the Agreement. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or applicable statute(s) and regulation(s).

Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District's representative below.

/s/  
Superintendent or Designee

8/28/2020  
Date