

**Troy School District
Resolution Agreement
OCR Docket ##15-20-1345 and 15-21-1298**

Troy School District (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 (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. The District's agreement to the terms and conditions contained in this Agreement shall not be construed as an admission of wrongdoing or that it otherwise failed to comply with Section 504 and its implementing regulation at 34 C.F.R. Part 104 or Title II and its implementing regulation at 28 C.F.R. Part 35.

The District agrees to take the following actions:

1. Within [redacted] calendar days of signing this Agreement, the District will convene the Student's Individualized Education Program (IEP) team (the Team) to determine whether the Student requires any compensatory education and/or other remedial services for any denial of free appropriate public education (FAPE) when the Student was in an at-home virtual environment to receive educational instruction and IEP-related services (e.g., [redacted] services) during the pandemic-related school closure [redacted]. The Team will also determine whether the Student requires any compensatory education and/or remedial services for any denial of FAPE for the time period of [redacted], through the end of the [redacted] school year because the Student did not receive the full amount of educational instruction time as set forth in her relevant IEPs. The Team will make this determination based on what the Team had determined to be necessary for the Student to receive FAPE based on her individual needs.

The District will invite the parent to participate in this process and will give her a meaningful opportunity to provide input. In determining the Student's needs for compensatory education and/or remedial services, the Team may consider recovery services, if any, the District provided to the Student prior to [redacted]. The District may not take into consideration services or instruction that were, or could have been, provided by the parent or at the parent's expense, such as treating supports that the parent provided to the Student during virtual instruction as "adult support" services required by the Student's IEPs. The Team will develop a written plan for providing the Student with compensatory education and/or other remedial services, if deemed necessary by the Team. Any such plan will identify the nature and amount of services to be provided at no cost to the Student's parent, by whom the services will be provided, the timeframe the services will be provided, and the location of the services. This written plan will be included with the Student's IEP.

2. Within [redacted] calendar days of signing this Agreement, the District will send notification to the parent, in writing, of the Team's decision(s) regarding Item 1 above. The notification should include a description of the outcome of the review, the nature and

amount of compensatory education or remedial services to be provided, if any, including what services will be provided, where and how often the services will be provided, who will provide the services, and a notice that the parent will not incur any cost related to these services. The District will also notify the parent, in writing, of the procedural safeguards afforded them under the Section 504 implementing regulation at 34 C.F.R. § 104.36, including their right to challenge the determinations regarding compensatory education or remedial services through an impartial due process hearing should they disagree. The notice will indicate that the parent has 20 calendar days from the date of the receipt to inform the District of their acceptance of the District's offer of compensatory education or remedial services, if any.

Reporting Requirements: Within 60 calendar days of signing this Agreement, the District will provide OCR with documentation showing that the District implemented Items 1 and 2 above, including (i) documentation showing when the Team met, who was present, what was discussed, the Team's decision(s), and the bases for such decision(s); (ii) copies of any meeting minutes; (iii) a copy of any plan developed for the Student; (iv) documentation of any input provided by or on behalf of the Student and/or her parent(s) and showing that procedural safeguards were provided to the parent(s); (v) any other documentation relevant to the determinations reached in accordance with Item 1; (vi) a copy of the notification sent to the Student's parent(s) pursuant to Item 2 and any response from the Student's parent(s); and (vii) documentation showing that a copy of the Student's amended IEP was provided to teachers and/or other District staff who may have a role in the implementation of the Student's IEP, specifically regarding teacher's notes. 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 its 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 its determinations.

3. By [redacted], the District will provide any compensatory education and/or remedial services deemed necessary pursuant to Item 1.

Reporting Requirement: By April 14, 2022, the District will provide OCR with documentation showing that the District implemented Item 3. Documentation should include the dates, times and locations that compensatory education and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s). If the Student's parent did not accept the District's offer of compensatory education or remedial services, if any, pursuant to Item 2, the District will indicate so in its report to OCR and provide OCR with any documentation the District might have to demonstrate the parent(s)'s lack of acceptance. If the Team determines pursuant to Item 1 that no compensatory education and/or remedial services are necessary for the Student, the District is not required to take any action under Item 3.

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 terms and obligations of 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 60 calendar days to cure the alleged breach.

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

/s/

10/11/21

Superintendent or Designee

Date