

**Mansfield City School District
Resolution Agreement
OCR Docket #15-22-1101**

Mansfield City 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.

This Agreement has been entered into voluntarily and does not constitute an admission that the District violated Section 504 and Title II of the Americans with Disabilities Act and their respective implementing regulations. The District's decision to enter into this Agreement is indicative of its desire to amicably resolve the allegations raised in the underlying complaint.

The District agrees to take the following actions:

Action Step 1 – Individual Remedies

- A. **Within 21 school days of signing this Agreement**, the District will send a certified letter to the Student's parent(s) and/or guardian explaining that the District will convene a group of persons knowledgeable about the Student, the evaluation data, and the placement options, including the IEP team and the Student's parent(s), to determine what compensatory education or other remedial services the Student requires for the time period the Student did not receive the required Specifically Designed Instruction (SDI). The Team will:
1. **Within 7 school days of sending the letter outlined in paragraph (A)**, the District will review the Student's XXXXX XXXXX XXXXX, Individual Education Program (IEP) to determine the frequency and duration the Student should receive for each SDI Service during the XXXXX- XXXXX school year. The Team will use the frequency and duration for SDI services outlined in this document as the baseline for determining whether the Student requires compensatory education related to the Student's SDI services during the XXXXX - XXXXX school year.
 2. Following the evaluation team's determination of the baseline for SDI services outlined in paragraph (A)(1), the team will determine the actual amount of SDI services provided to the student per week during the XXXXX- XXXXX school year and whether based off those amounts, any compensatory education related to the Student's SDI services, is necessary due to the District's failure to determine the frequency and duration and provide the SDI services prior to XXXXX XXXXX XXXXX; and if the evaluation team determines compensatory education is necessary, **within 30 days of making its determination**, the team will develop a written plan for providing 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 parent(s), by whom, and when, and will become part of the Student's IEP. The District will provide the Student's parent(s) with a meaningful opportunity to provide input into these determinations, notice of the determinations made, and notice of the procedural safeguards available to the parent(s) under 34 C.F.R. § 104.36, including the right to challenge such determinations through an impartial due process hearing should the parent(s) disagree.

Reporting Requirement:

1. **Within 45 school days of signing the Agreement**, the District will submit to OCR a copy of the certified letter as discussed in Action Step 1(A) and documentation showing implementation of Action Step 1(A)(2) above, including a copy of any meeting minutes, a copy of any plan developed for the Student, documentation of any input provided by the Student's parent(s) and showing that procedural safeguards were provided to the parent(s), and any other documentation relevant to the determinations reached in accordance with Action Step 1(A)(2) above. If the District determined that no compensatory education or other remedial services were necessary, the District will provide a written explanation of the reasons for that 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.
2. **By XXXXX XXXXX XXXXX**, 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, including the name(s) and title(s) of the service provider(s).

Action Step 2 – Districtwide Remedies

- A. **Within 45 school days of signing the Agreement**, the District will create a guidance memorandum document which reminds District staff of their requirement to include both frequency and duration information for SDI in all IEPs. The Document will also remind District staff of the legal obligation to implement the SDI as written and to be able to provide supporting written documentation to confirm the same. The best practice is to record the date and time of SDI.
- B. **Within 50 school days of signing the Agreement**, the District shall distribute the guidance memorandum document outlined in Action Step 2(A) to District staff who are involved with the identification, evaluation, placement, and implementation of any education plans for students with disabilities. The document will be distributed to, at a minimum, the District's Section 504 coordinator, administrators and staff members who are involved with the identification, evaluation, placement and implementation of any

IEPs, including psychologists, social workers, special education staff members, case managers, service providers, and any other individual the District deems appropriate.

Reporting Requirement:

1. **Within 75 school days of Signing the Agreement**, the District will submit to OCR a copy of the guidance memorandum document and a list of each individual to whom the memorandum was distributed. If the memorandum is distributed via e-mail, the District will provide OCR with a copy of the e-mail with the mailing list.

General Requirements

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or Section 504 and Title II and their implementing regulations, 34 C.F.R. Part 104 and 28 C.F.R. Part 35. 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 District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 and Title II and their implementing regulations, 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in this complaint.

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

/s/

05/18/2022

Superintendent or Designee
Mansfield City School District

Date