

## **RESOLUTION AGREEMENT**

Complaint No. 06141261  
Cedar Hill Independent School District

The Cedar Hill Independent School District School District (CHISD) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office. By this Agreement, the CHISD commits to the following actions, consistent with the requirements of 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, and its implementing regulation at 28 C.F.R. Part 35, with regard to the above-referenced complaint. This Agreement is not intended to constitute, nor shall it be construed to constitute, an admission by the CHISD of any violation of Section 504 or Title II. The CHISD hereby voluntarily commits to the following:

### **Action Items**

Should the Student re-enroll in the District for the 2014-2015 academic year:

1. Within two (2) business days of reenrollment, the CHISD will provide the Student's parents the forms, including consent forms, required to evaluate or reevaluate the Student for special education or related services.
2. Within sixty (60) days of receipt of written parental consent, the CHISD will conduct an evaluation or reevaluation of the Student for special education or related services, in accordance with the Section 504 at 34 C.F.R. §104.35.
  - a. In interpreting evaluation data and making placement decisions, the District shall 1) draw upon information from a variety of sources, 2) ensure that such information is documented and carefully considered, and 3) ensure that the placement decision is made by a group of persons knowledgeable about the Student, the meaning of the evaluation data, and the placement options.
  - b. If the District determines that special education and/or related services are necessary for the Student, a plan will be developed that specifies the special education and/or related services to be provided, the manner in which they will be provided, when they will be provided, the individuals responsible for providing them, and the length of time they will be provided. Implementation of an Individualized Education Program developed in accordance with Individuals with Disabilities Education Act (IDEA) is one means of meeting this provision.
3. Within sixty (60) days of receipt of written parental consent, after providing proper written notice to the Student's parent(s), a group of knowledgeable persons, including the parent(s), will also determine whether the Student needs compensatory and/or remedial services as a result of the District's alleged failure to reevaluate the Student in the 2013-

2014 academic year. If so, within one (1) week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond the end of the 2014-2015 academic year.

4. The CHISD will provide the Student's parents procedural safeguards, including the right to challenge the group's determinations through an impartial due process hearing, in accordance with the Section 504 at 34 C.F.R. §104.36.
5. The Student will be enrolled in his regular school and any pending alternative school placement, prior to the Student's withdrawal from the CHISD, will be removed.

### **Reporting Requirements**

Within ten (10) days of the Student's reenrollment, the District will provide OCR with documentation demonstrating that it has timely completed Action Items 1 and 4 above.

Within two (2) weeks of the completion of Action Items 2-4, the District will submit to OCR documentation demonstrating it has timely completed the Action Items and documents supporting the group's decisions. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, a copy of the educational program (if any) developed for the Student, and a description of and schedule for providing any compensatory and/or remedial services (if any) to the Student. OCR will, prior to approving the District's decision and plans for providing the proposed services, review the documentation 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.

Within two (2) weeks of the completion of any compensatory and/or remedial services, the District will provide documentation to OCR of the dates, times and locations that the compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).

The CHISD 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 Section 504, and its implementing regulation at 34 C.F.R. Part 104, and Title II and its implementing regulation at 28 C.F.R. Part 35.

The CHISD 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 CHISD understands that during the monitoring of this agreement, if necessary, OCR may visit the district, interview staff, students, or others 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. Part 104, and Title II and its implementing regulation at 28 C.F.R. Part 35, which are at issue in this case.

The CHISD 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 CHISD written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

Signed:

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Superintendent

\_\_\_\_\_  
Date