

RESOLUTION AGREEMENT

Lathrop R-II School District
Docket Number 07151218

The Lathrop R-II School District (District), Lathrop, Missouri, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the allegations against the District in Docket No. 07151218, and to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code (U.S.C.) § 794, and its implementing regulation at 34 Code of Federal Regulations (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. Prior to the completion of OCR's investigation, the District agreed to resolve the allegations in this complaint pursuant to Section 302 of OCR's *Case Processing Manual*.¹ Accordingly, to ensure compliance with Section 504/Title II and their implementing regulations, and to resolve the allegations of this complaint and any other issues identified by OCR during the course of its investigation of this complaint, the District voluntarily agrees to take the following actions:

I. GENERAL PROVISIONS

1. 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 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 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 and Title II.
2. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II which were at issue in this case.
3. 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 sixty (60) calendar days to cure the alleged breach.

II. RESOLUTION PROVISIONS

A. Individual Remedy

¹ OCR's *Case Processing Manual* may be accessed at <http://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.html>.

4. Within two weeks of the date this agreement is executed, the District will review the complainant's daughter's (Student) current placement and discuss and determine specific services necessary to address the alleged denial of a free appropriate public education resulting from the Student being denied additional time to makeup school work she missed due to disability-related absences for the Student during the spring of the 2014-15 school year. The Student will be given the opportunity to complete the assignments that she did not get credit for in the spring 2015 semester. If the Student completes the assignments, the credit for the assignments will be added to her score in the courses and her grade will be changed if the added credit increases her grade in the course.

REPORTING REQUIREMENT: Within thirty (30) calendar days from the date this Agreement is executed, the District will submit to OCR for its review and approval documentation demonstrating completion of the requirements in Paragraph 4 above. Documentation acceptable to OCR includes: a) the date, time, and place of the meeting; b) the names and titles of the individuals involved in the decision(s); c) the specific reason(s) for rejecting any particular service or program, if applicable; and the District's plan to provide additional time to makeup school work for the Student during the 2015-16 school year.

5. Within fifteen (15) calendar days from the date this Agreement is executed, the District, in consultation with the complainant, will identify a contact person at the Student's school, such as a counselor, who can receive reports of incidents of harassment, answer questions and assist the complainant and the Student with any other concerns regarding the Student at school. The District will ensure that the individual identified to be the contact person pursuant to this paragraph is knowledgeable on the District's obligation to appropriately address harassment. By letter or email, the District will notify the complainant of the contact person's name, telephone number and email address.

REPORTING REQUIREMENT: Within fifteen (15) calendar days from the date this Agreement is executed, the District will provide OCR documentation showing it has provided the complainant a contact person and provided the contact information described in Paragraph 5 above.

6. By **February 1, 2016**, the District will make a written offer to the complainant to provide the Student up to ten (10) counseling sessions with a school psychologist, at no expense to the complainant. The appropriate number of counseling sessions shall be determined by the school psychologist but shall in no event exceed ten (10). Once the complainant notifies the District of her choice to accept counseling services for the Student, the District will work with the complainant and the school psychologist to arrange the counseling. The counseling sessions must be completed within one year from the date of the initial counseling session unless the school psychologist determines the counseling

cannot be completed within one year. The District's obligations shall be limited to those set forth above and to payment for the counseling sessions.

REPORTING REQUIREMENT: By **February 5, 2016**, the District will submit to OCR documentation showing completion of the activities detailed in Paragraph 6 above, including a copy of the written offer and proof of delivery. If the complainant accepts the counseling, the District will provide OCR a copy of the written verification of the number of the counseling sessions agreed to be provided to the Student.

B. Training

7. Within 120 calendar days from the date this agreement is executed, the District will provide training on the subject of disability discrimination and harassment to District officials and staff, including but not limited to, administrators or officials, teachers, paraprofessionals, counselors, process coordinators, nurses, maintenance, and any other individuals who may interact with students. The training will be conducted by an individual(s) knowledgeable about the laws and issues pertaining to Section 504 and Title II. The District's training will include, at a minimum the following topics and activities:
 - (a) Section 504 and Title II prohibition against discrimination, including harassment;
 - (b) what conduct constitutes disability discrimination and harassment;
 - (c) the District's disability and harassment policy;
 - (d) what District employees should do if a student complains of disability and/or harassment by another student, a District employee, or a third party;
 - (e) what District employees should do if they witness disability harassment of a student by another student, a District employee, or a third party;
 - (f) the District's process for investigating and resolving disability harassment complaints;
 - (g) prohibition of retaliation against a student or other individual who files or participates in a disability harassment complaint; and

- (h) the person to contact with questions about the District's process for reporting or addressing student complaints of disability discrimination, including disability harassment.

REPORTING REQUIREMENT: By **May 30, 2016**, the District will provide OCR documentation showing it has completed the training described in Paragraph 7 above for the 2015-16 school year. The documentation must identify: a) the date(s) and time(s) of the training; b) the topics addressed at the training(s) (the District may provide OCR an outline of the training and a copy of the materials disseminated at the training); c) the name(s), title(s), and credentials of the individual(s) who conducted the training; and d) the name and title of each District administrator or employee who attended the training (a sign-in sheet with the attendees' names and titles is sufficient).

/S/ Chris Fine

Chris Fine, Superintendent
Lathrop R-II School District
Lathrop, Missouri

1-16-16

Date