

**Resolution Agreement**  
**Chapel Hill-Carrboro City Schools**  
**OCR Complaint #11-14-1191**

Chapel Hill-Carrboro City Schools (the District) agrees to fully implement this resolution agreement (Agreement) to resolve the above-referenced complaint. The District's determination to enter into the Agreement is not an admission that the District has violated Title II or Section 504, and OCR has not made any findings that the District is in violation of the law.

1. Within ten (10) days of the date of the Agreement, the District will convene a group of persons knowledgeable about the Student to review the Student's file and assess whether the District provided the Student a free and appropriate public education, specifically including plans and services related to behavior and communication, during the 2013-2014 school year. In making this determination, the team will solicit and consider information from the Student's parents, including medical documentation from the Student's outside specialists and any other input the parents wish to provide. If this team determines that proper procedures were not followed or services not provided such that student was denied FAPE, it will determine the extent to which compensatory and/or remedial services are owed to the Student. In making this determination, the team will consider:
  - a. the amount of time that elapsed between when the District first indicated its intent to evaluate the Student for a BIP or the parent first requested a BIP (whichever came first) and when the final BIP was adopted and implemented;
  - b. the amount of time that elapsed between when the District first indicated its intent to conduct an Augmentative and Assistive Communication (AAC) evaluation for the Student or the parent first requested and AAC evaluation (whichever came first) and when the Student was provided with a dedicated assistive technology device; and
  - c. available information from the Student's outside specialists regarding educational deficiencies resulting from missed services, if any, during the 2013-2014 school year.
2. Regardless of whether the team determines that compensatory and/or remedial services are owed, within fifteen (15) days of the meeting the District will contact Complainant by letter sent via registered mail to notify the Complainant of the outcome of the meeting referenced in Action Item 1 and
  - a. state that Student is welcome to re-enroll in the District at any time and reiterate the District's willingness to serve the Student;
  - b. offer compensatory and/or remedial services as determined pursuant to Paragraph 1, if appropriate;
  - c. invite Complainant to a meeting to discuss the provision of such compensatory and/or remedial services, if applicable;

- d. state that services would be made available irrespective of whether Student re-enrolls in the District; and
  - e. provide the Student's parent/guardian notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.
3. If Complainant accepts the invitation to discuss services, the team will meet with Complainant to develop a plan for providing compensatory and/or remedial services to the Student for the time period during which the team determined the Student did not receive appropriate regular and/or special education or related services.

The group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond June 30, 2015. The District will provide the Student's parent/guardian notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

**REPORTING REQUIREMENT:** Within seven (7) days of the date of the meeting referenced in Action Item 1, the District will submit to OCR for review and approval a copy of meeting minutes or similar documentation, including an explanation for decisions made, and a description of compensatory and/or remedial services (if any) to the Student and the notice of due process. OCR will review the documentation submitted to ensure that the District met the procedural and other requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.

**REPORTING REQUIREMENT:** Within seven (7) days of OCR's approval of the meeting minutes and other documentation from the meeting, the District will submit a copy of the letter sent to the Complainant, referenced in Action Item 2.

**REPORTING REQUIREMENT:** If applicable, within seven (7) days of the meeting referenced in Action Item 3 above, the District will submit to OCR for review and approval a copy of the plan for compensatory services developed, including a description of and schedule for providing such services, and additional documentation from any meetings at which the plan was developed;

**REPORTING REQUIREMENT:** If applicable, by June 30, 2015 the District will provide documentation to OCR of the dates, times and locations that compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).

4. Should the Student's parent wish to re-enroll him in the District, the District will take appropriate steps to ensure its compliance with the requirements of federal law, including the IDEA and Section 504, and to ensure the Student receives FAPE and is not discriminated against with respect to access to programs provided by the District. In this regard, the District will afford the Student an opportunity to participate in or benefit from aids, benefits, or services equal to that provided to others. In determining what types of auxiliary aids and services are necessary for the Student to communicate and receive communication from the District that is as effective as that provided to others, the District will give primary consideration to the auxiliary aids and services requested by the Student's parent.

**REPORTING REQUIREMENT:** If the Student re-enrolls in the District during the 2014-2015 academic year, within fifteen (15) days of his re-enrollment, the District will provide OCR documentation of whether the Student's parents/guardians have requested any specific auxiliary aids and services for communication and the District's response. If the District elects not to provide the requested auxiliary aids and services, the District will provide a statement explaining whether and how the District gave primary consideration to the request and how the District elected to meet the Student's needs and the reason for the District's decision.

5. By January 30, 2015, the District will provide training to administrators and faculty at Ephesus Elementary School regarding the development and implementation of BIPs for students with disabilities, use of assistive technology, effective communication under Title II, and reasonable timelines for completing evaluations and holding meetings. The District will provide the same training to District level administrators and staff who work with schools in the areas covered by the training.

**REPORTING REQUIREMENT:** By January 15, 2014, the District will provide to OCR for review and approval, an outline of the content of the training referenced in Action Item 5 above and the name and credentials of the individual who will be providing the training;

**REPORTING REQUIREMENT:** By February 15, 2015, the District will provide documentation that the approved training under Action Item 5 above was provided, including sign-in sheets for attendees, the agenda, and a copy of training materials.

6. By February 15, 2014, the District will review its informational materials related to Section 504 and the Individuals with Disabilities Education Act (IDEA), geared towards parents and staff, and revise the materials as necessary to incorporate information about
  - a. the process/procedure for evaluating students with disabilities' need for a BIP and/or AAC, and
  - b. ensuring that these strategies are implemented within reasonably prompt time frames.

**REPORTING REQUIREMENT:** By February 15, 2014, the District will provide copies of all materials referenced in Action Item 6, including documentation of any revisions made in the implementation of Action Item 6, for OCR's review and approval. Within fifteen (15) days of the date of OCR's approval, the District will finalize the materials referenced in Action Item 6 and post them on its website in an easily accessible location.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of the Agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. Part 104, which was at issue in this case.

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

are 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.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

FOR THE DISTRICT:

\_\_\_\_\_/S/\_\_\_\_\_

Name/Title

\_\_\_\_\_12/4/14\_\_\_\_\_

Date