

RESOLUTION AGREEMENT
Cherokee County Schools
OCR Complaint No. 11-14-1315

Cherokee County Schools (the District) agrees to fully implement this Resolution Agreement (the Agreement) to resolve a compliance concern identified in Office for Civil Rights (OCR) Complaint No. 11-14-1315. This Agreement does not constitute an admission by the District of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II) or any other law enforced by OCR.

1. By July 28, 2015, the District will submit to OCR for review copies of all forms of notice to District personnel outlining the prohibition against retaliation under federal laws, as well as a description of where and how each notice is publicized or disseminated to employees.

Reporting Requirement: Within one week of OCR's feedback and comments on the notices, the District will provide OCR documentation that the notices have revised if necessary, have been widely distributed to all District administrators and staff (including a distribution list and copy of the final memorandum), and have been posted prominently in a variety of locations in the District.

2. By August 31, 2015, the District will provide training to District- and school-level administrators on the District's obligation to avoid retaliating against an individual who asserts a right or privilege under a law enforced by OCR or who files a complaint, testifies, or participates in an OCR proceeding.

Reporting Requirements:

a) By July 28, 2015, the District will provide to OCR, for OCR's review and approval, an outline of the content of the training, including a copy of training materials and the name and credentials of the individual(s) who will provide the training, along with a description of how the administrators will disseminate the information to their staff.

b) Within one week after the date(s) of the training, the District will provide to OCR documentation confirming that the training occurred, including the training agenda, the date(s) on which the training occurred, and a list of the individuals (by name and title) present at the training.

3. The District will not put the February 4, 2014 letter from the Exceptional Children's Director (EC Director) in the Complainant's personnel file.

Reporting Requirement:

By July 28, 2015, the District will provide documentation confirming that the EC Director's February 4, 2014 letter is not in the Complainant's

personnel file, along with an explanation of the procedural notice requirements for putting such a document in an employee's personnel file.

4. The District will not to penalize the Complainant in any way in her 2014-15 performance evaluation on evaluation components assessing participation in volunteer activities.

Reporting Requirement:

Within 14 days after the Complainant's final performance evaluation, the District will provide documentation reflecting that participation in volunteer activities or lack thereof was not considered as a negative factor in evaluating the Complainant.

5. For the 2015-16 school year, the District will offer the Complainant (as long as she is a District employee) the opportunity to participate in one presentation of an autism-related training. The District will develop and provide clear guidelines regarding responsibilities (including reporting guidelines) for any such participation.

Reporting Requirements:

- a)** Within 14 days of the autism-related training in which the Complainant participated, the District will provide OCR with documentation describing the training as well as the Complainant's role.
- b)** If the Complainant does not participate in one presentation of an autism-related training by June 15, 2016, the District will provide OCR with documentation of autism-related training opportunities offered to the Complainant.

The District understands that OCR will not close 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, in particular the prohibition against retaliation, which was at issue in the complaint.

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 groups of students, and request such additional reports or data as are necessary for OCR to determine 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 the complaint.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (24 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.

| _____ /S/ _____
| _____ 8/5/2015 _____
Superintendent Date
Cherokee County Schools