

RESOLUTION AGREEMENT

Fort Zumwalt R-II School District

OCR Docket Number 07141106

The Fort Zumwalt R-II School District (District), O'Fallon, Missouri, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve allegations of discrimination based on disability against the District and to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code § 794, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 § 12131, and the implementing regulations of these federal laws.

The District is resolving this complaint during OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*.¹ Therefore, OCR has not made any findings of fact or law, or issued a final determination with respect to this complaint. The District agrees to take the following actions, but nothing contained in this Agreement shall be construed to constitute an admission on the part of the District to any of the allegations in this complaint:

1. The District's Policy on Significant Assistance to Agencies or Programs

The District will review and, if necessary, revise existing policy or procedure so that policy/procedure prohibits association with or the provision of significant assistance to any agency, organization, vendor or person ("Program Operator") that discriminates on the basis of race, color, national origin, gender, or disability in providing services or benefits to District students, including providing before and/or after school services to District students. Significant assistance for the purpose of this agreement means the use of District buildings/facilities with no or reduced rental charges, custodial services, food services, and advertising/information dissemination on District grounds.

The policy/procedure will provide that if the District receives a formal written complaint from a participant, or a participant's parent/legal guardian alleging that a Program Operator covered by the policy/procedure is discriminating on the basis of race, color, national origin, gender, or disability the District will take all reasonable steps to notify the Program Operator of the formal complaint. In the event that, after notification, the Program Operator will not comply with the nondiscrimination policy or written guidance, the District will initiate steps to terminate all assistance to the Program Operator. Termination of substantial assistance shall be conducted pursuant to applicable District policy, due process considerations, and in compliance with applicable state and federal law.

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

- a. The District will provide notice to any Program Operator that receives significant assistance from the District for the provision of services or programs for District students, including the current Before/After School Programs/agencies, of the policy/procedure stated in part 1 and will provide a copy of the policy/procedure whenever any Program Operator seeks significant assistance from the District to operate a program that will provide a service or benefit to District students, including before and/or after school care program.
- b. The District will also provide District personnel involved with or responsible for any part of the District's Before/After School Programs with a copy of the policy/procedure.

Reporting Requirements

- By January 1, 2015, prior to distribution of notice of the revised policy/procedure as outlined in Sec. 1, the District will provide OCR for review and approval a draft of the revised policy/procedure as outlined in Sec. 1.
 - Within 45 days after OCR's review and approval of the draft revised policy/procedure outlined in Sec. 1, the Board of Education will adopt the revised policy/procedure.
 - Within 20 days of Board of Education approval and adoption of the revised policy/procedure, District will provide a copy of the revised policy/procedure to current Program Operators and relevant District personnel, if any.
 - Within 10 days of providing a copy of the revised policy/procedure to current Program Operators required by Item 1, the District will advise OCR of same.
2. Notice to Parents/Guardians of Nondiscrimination by Before/After School Providers
 - a. The District will assure that a copy of the District's Notice of Nondiscrimination is posted in facilities/buildings Program Operators conduct Before and/or After School Care Programs.

Reporting Requirements

- By January 30, 2015, the District will provide written assurance to OCR that it has posted copies of the Notice as required by item 2 a.

General Provisions

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.

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, after consultation with the District and at mutually agreed upon date(s) and time(s), 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 the steps and measures required by this Agreement comply 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.

The person(s) signing for the District represents that she is authorized to bind the District and to this Agreement.

For the District:

/s/Bernard DuBray

11/6/14

Superintendent of the District

Date