

## **RESOLUTION AGREEMENT**

### **School District of Phillips OCR Docket #05-26-1394**

**School District of Phillips** (the District) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve concerns identified in OCR Docket #05-26-1394 and to ensure compliance with 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 -12134, and its implementing regulation at 28 C.F.R. Part 35. The District agrees to take the following actions:

1. By **May 28, 2026**, the District will convene a group of persons knowledgeable (the Team) about the student who was the subject of this complaint (Student A), the meaning of the evaluation data, and the placement options, including Student A's parent(s), as required by the Section 504 regulation at 34 C.F.R. § 104.35, to review Student A's Individualized Education Program (IBP) and determine whether the IBP is meeting Student A's individualized educational needs, whether the IBP was fully implemented during the relevant time period, and if not, whether Student A is entitled to compensatory and/or remedial services. The District will invite Student A's parent(s) to participate in the meeting, and in the event Student A's parent(s) is/are unable to attend, the District will provide Student A's parent(s) with a meaningful opportunity to provide input. The District will provide written notice to the parent(s) of any determinations made, and notice of the procedural safeguards available to them under 34 C.F.R. § 104.36, including their right to challenge such determinations through an impartial due process hearing.

At a minimum, the Team will specifically address the following:

- a. The Team will determine whether compensatory education and/or remedial services are necessary for any time period during the 2025-2026 school year when the following provisions in Student A's IBP may not have been fully and effectively implemented: (1) morning and evening check-ins with a case manager; (2) instruction in executive functioning skills for 15 minutes, 4 times per week; and (3) occupational therapy, including clarification of the participants involved in the occupational therapy consults and how often those were to occur. Any compensatory and/or remedial services must be completed by **January 1, 2027**, and those services must be scheduled for times that are convenient for Student A's family.
- b. The Team will conduct an individualized assessment to consider whether Student A's educational needs require changes to his IBP, including but not limited to i) implementing a log for daily check-ins, check-outs, executive functioning instruction, and occupational therapy, which will specify dates, times, progress notes, and brief descriptions of the instruction, strategies, therapy, or other supports provided; ii) clarifying the IBP to describe the nature, amount, and specific types of

services/supports encompassing the occupational therapy and executive functioning instruction; and iii) identifying, by job titles, who at the District is responsible for implementing each provision in Student A's IEP during the 2026-2027 school year.

- c. The Team will ensure that any District staff responsible for implementing Student A's IBP are fully apprised of the contents of the IEP and are qualified to implement the assigned provision.
  - d. The IEP Team will determine whether Student A was excluded from the field trip on February 5, 2026, as a result of disability-related reasons and/or because his IBP was not fully implemented, and if so, will remedy the exclusion by developing and implementing a plan to replace Student A's missed field trip with a similar though not identical experience during either the 2025-2026 or 2026-2027 school year.
2. By **May 28, 2026**, the District will provide Student A's parent/guardian with written notice of the outcome of the meeting, including an explanation for decisions made, a description of and schedule for providing compensatory and/or remedial services, if any, to Student A, and notice of the procedural safeguards, including the right to Challenge the Team's determination through an impartial due process hearing.
  3. By **May 28, 2026**, the Team will develop a written plan for providing Student A with any compensatory education and/or other remedial services deemed necessary pursuant to Action Steps 1(a) through (d). The written plan will identify the nature and amount of services to be provided; specify the dates, times, and locations where the services will be provided; identify qualified provider(s) or instructor(s); and state that the services will be provided at no cost to Student A's parent(s). The written plan will become part of Student A's IBP.

**REPORTING REQUIREMENT:** By **May 28, 2026**, the District will provide OCR with documentation showing implementation of Action Steps 1, 2, and 3 above, including but not limited to documentation of any meeting minutes, an explanation of any decisions made, a copy of any IBPs revised or developed for Student A, a copy of any compensatory education service plans, documentation of input or concerns provided by Student A's parent(s), a copy of the notice provided to Student A's parent(s) about the basis for the IEP Team's decision as well as procedural safeguards. By **January 1, 2027**, the District will provide OCR with documentation such as logs, notes, receipts of payment, or any other verification that it has provided all compensatory education and/or services determined necessary in the written plan developed pursuant to Action Step 3.

4. **TRAINING:** By **September 14, 2026**, the District will provide training by a competent authority on Section 504 and Title II to the Director of Pupil Services, Case Manager(s), Paraprofessional(s), [redacted content] teachers, the Building Principal, the Superintendent, and any other relevant staff. At a minimum, the training will

address Section 504's prohibition of discrimination against students with disabilities at 34 C.F.R. § 104.4 (with an emphasis on the requirement that students should not be excluded from programs or activities, *e.g.*, field trips, on the basis of disability); Section 504's FAPE requirement at 34 C.F.R. § 104.33 (with an emphasis on the importance of implementing Section 504 plans and IEPs according to the individualized needs of each student); requirements for evaluations and placements at 34 C.F.R. § 104.35; and the procedural requirements set forth in § 34 C.F.R. 104.36.

**REPORTING REQUIREMENT: By September 18, 2026**, the District will provide the name and qualifications of the proposed trainer(s) and the proposed training materials for OCR's review and approval.

By **October 9, 2026**, the District will provide OCR documentation demonstrating its implementation of Action Step 4 of the Agreement. The documentation will include the date(s) of the training session(s), a copy of the agenda and distributed training materials, and an attendance sheet signed by the training participants that includes their names and titles.

By signing this Agreement, the District 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, 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 and obligations of this Agreement. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with the terms of this Agreement, its obligations under Section 504, and its implementing regulation at issue in this complaint.

The District understands that in the event of a breach, OCR may initiate administrative enforcement or refer the case to the U.S. Department of Justice (DOJ) for judicial proceedings to enforce the specific terms and obligations of this Agreement and the applicable statute(s) and regulation(s). 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.

This Agreement will become effective immediately upon the signature of the District's representative below.

/s/

5/12/2026

School District of Phillips  
Superintendent or Designee

Date