Resolution Agreement
OCR Case No. 07-09-5004
Jenks Public Schools

The Jenks Public Schools (District) submit the following agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR) in resolution of OCR case number 07-09-5004. The District submits this Agreement to ensure its compliance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation, at 34 C.F.R. Part 104 (Section 504), and Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131 et seq., and its implementing regulation, 28 C.F.R. Part 35 (Title II), with respect to the issues raised in the complaint.

The District agrees to the following:

A. Notice of Non-Discrimination and Grievance Procedures

1. Notice of Non-Discrimination: **Within 30 calendar days** of the execution of this Agreement, the District will ensure that all of its notices of non-discrimination (Notices) reflect represented as current will have up-to date Coordinators' names and contact information, including telephone number and email address, both on its website as well as by any other means of notification the District has deemed necessary to ensure that the Notice is widely disseminated.

2. Grievance Procedures: **Within 60 calendar days** of the execution of this Agreement, the District will review and revise its grievance policies and procedures to ensure that they incorporate appropriate due process standards and provide for the prompt and equitable resolution of any complaints alleging any action prohibited by Section 504 and Title II (Grievance Procedures). This will include the District's Student Bullying policy to the extent that it addresses disability-based harassment. The Grievance Procedures will apply to complaints filed by or against students, employees of the District, and against third parties. The District will ensure that its Grievance Procedures include, at a minimum, the following:

   i. an explanation of how to report disability-based discrimination and/or file a complaint, including the name(s) of the individual(s) who receives the reports, including complaints, and the name and/or job title, address, telephone number, and email address for the District's Section 504 and Title II Coordinators;
   ii. an explanation that the procedures apply to complaints alleging discrimination carried out by employees, students, or third parties;
   iii. notice to both parties of the outcome of the complaint;
   iv. a prohibition of retaliation against persons who report disability-based discrimination or participate in related proceedings, and a provision for discipline of persons who engage in retaliation;
   v. an assurance that the District will take action to address any disability-based discrimination found; correct the effects on the complainant, and others, if appropriate; and take steps to prevent recurrence of any discrimination; and

vi. that the District's Section 504 Coordinator and Title II Coordinator will each be notified of any reports or complaints filed pursuant to the Grievance Procedures.

Reporting Requirements: **Within 60 calendar days** of the execution of this Agreement, the District will submit to OCR for its review any revised and published Notices, and for its review and approval the Grievance Procedures referenced in Action Steps A.1 and A.2 above. OCR will notify the District of any required changes after receiving the revised Grievance Procedures. **Within 15 calendar days** of OCR's approval, the District will widely publish the Grievance Procedures by posting them on the District's website and in other materials that the District deems appropriate. The District will also email the Grievance Procedures to all staff, with a directive to carefully review the Grievance Procedures. The District will submit documentation that it published the Grievance Procedures referenced in this item, and distributed it to staff, **within 30 calendar days** of publication and distribution.

3. Records: The District will create an electronic sortable spreadsheet or other file of the District's response to any reports, including complaints, alleging disability discrimination, including harassment, or retaliation, during the 2024-2025 school year, if applicable, and do so again for the 2025-2026 school year, if applicable. At a minimum, the spreadsheet will include separate fields for:

   i. The approximate date of receipt of the written or oral report;

   ii. The name and relationship of the reporter (e.g., self, parent/guardian) to the alleged affected party;

   iii. The name(s) of the alleged affected party and their relationship to the District (e.g., student, employee, parent, visitor), if applicable;

   iv. The name(s) of the respondent and respondent's relationship to the District (e.g., student, employee, third party), if applicable;

   v. A brief description of the alleged incident (e.g., who, what, when, where, how), not to exceed 50 words per incident;

   vi. The status of the investigation of the report (e.g., completed, ongoing);

   vii. The outcome of all completed investigations;

   viii. The date the District provided notice of the outcome of the investigation to the parties; and

   ix. The date an appeal was filed and a brief description of the outcome, if applicable (e.g., granted or denied).

Upon request, the District will provide OCR with a copy of the complete investigative file(s), including applicable District records, student disciplinary records, personnel disciplinary records, and human resources/personnel files pertaining to Action Step A.4 above. **Within 30 calendar days** of OCR's request, the data will be produced electronically in a mutually agreed format, organized and labeled as individual files with all relevant documents for each alleged incident.

Reporting Requirements:

1. If applicable, the District will provide to OCR a copy of the electronic sortable spreadsheet and accompanying documentation in accordance with Action Step A.4 for the 2024-2025 school year by no later than **July 1, 2026,** and for the 2025-2026 school year by no later than **July 1, 2026**.

2. The District will promptly address OCR's feedback regarding the 2024-2025 school year spreadsheet, if any, and the 2025-2026 school year spreadsheet, if any, until the District receives notice from OCR that no further reporting is required.

B. Provision of Related Services: Makeup of Missed Sessions Due to Student or Provider Absences

1. **Within 45 calendar days** of the execution of this Agreement, the District will consistent with the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, and after providing proper written notice to each student's parent/guardian(s), convene as applicable a 504 plan team or an Individualized Education Program (IEP) team meeting for Student 2 and Student 3, respectively, and all other students in the District who had IEPs or Section 504 Plans requiring Occupational Therapy (OT) or Speech Language Therapy (SLT) services in the 2023-2024 school year as part of their 504 plan or IEP, and for which scheduled service sessions were missed due to either service provider or student absences, and were not subsequently made up. The meeting will include a group of knowledgeable persons, including the student's parent/guardian(s) and determine whether the student needs compensatory or remedial services to restore the students' educational progress lost due to the failure to provide services. If applicable, within one week of its determination, the group will develop a plan for providing timely compensatory or remedial services at no cost to the student's parent or guardian with projected end dates of the services not to extend beyond **June 30, 2026**, and such services will be incorporated into the student's current 504 plan or IEP. The District will provide the parent/guardian(s) with a meaningful opportunity to provide input into these determinations and notice of the determinations made. The District will also provide the student's parents/guardian(s) notice of procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

Reporting Requirements:

Within 15 calendar days of completing the convening of the meetings required by Action Step B.1 above, the District will provide to OCR a copy of each student's most current 504 plan or IEP and meeting minutes from the above referenced meetings. The District will also submit to OCR documents supporting the group's decisions, including documentation showing the participants in the meeting, an explanation for decisions made, and the information considered. If compensatory and/or remedial services are determined necessary, the District will also provide a description of and schedule for providing these services. The description will identify the type, frequency, location, and duration of services to be provided at no cost to the student's parent/guardian(s), as well as the credentials of the individual(s) providing the service(s).

For those students for whom the team determines compensatory and/or remedial services are not necessary, the team will provide the rationale for the determination and the information relied upon to support the determination.

By **July 1, 2026**, if the District decides that compensatory and/or remedial services are needed, the District will provide documentation to OCR of the students' names, 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).

2. **Within 30 calendar days** of the execution of this Agreement, the District will review its policies and procedures for absences of a teacher, related service provider, or a student on a 504 plan or IEP and providing services for such a student when the student, teacher, staff member, or other service provider is absent and revise, if needed, to ensure that students receive a FAPE.

   Reporting Requirements:

   By **July 1, 2026**, the District will provide OCR with a memorandum summarizing the review of the policies and procedures and if any revisions were made, a copy of those revised policies and procedures. The District will promptly and fully respond to OCR's concerns, if any, until OCR considers these concerns resolved and issues final approval of the materials, trainees, and trainer(s), and notifies the District that no further reporting is required for this Reporting Requirement.

3. By **September 30, 2026** the District will provide its annual Section 504/Title II and related (e.g., IEP) training not only to administrators (e.g., the existing Administrative Representative Training) but also other staff members in the District involved in creating and implementing IEPs and 504 plans on their duties and responsibilities regarding the requirements of 504 and Title II and the provision of a free appropriate public education (FAPE), including parental rights, 504 plan and IEP team meetings, and the development and implementation of 504 plans and IEPs in accordance with 34 C.F.R. §§ 104.33, 104.34, 104.35 and 104.36, and also cover what options are available or procedures should be followed when a teacher's, service provider's, or student's absence(s) raises concerns regarding the implementation of a student's 504 plan or IEP. At the end of the training, the District will ask participants to complete a training survey, consistent as

applicable in format and content with that approved by OCR for Action Step A.3 above, to assess the effectiveness thereof.

Reporting Requirements:

Within 30 calendar days of the training being provided**,** the District will provide to OCR:

i. the date(s), time(s), and location(s) of the training;
ii. the background and qualifications of the presenter(s) or trainer(s);
iii. the agenda/topics and any materials from the training;
iv. the names and titles of all individuals who attended the training;
v. the name(s) and title(s) of all individuals who did not attend the training, an explanation for each person's absence, and a plan to train each person; and
vi. the completed post-training participant surveys.

At its discretion, OCR may require verification of completing the delivery of this training annually for up to two years beyond the 2024-2025 school year. The District will promptly and fully address OCR's feedback, if any.

C. Website Accessibility

The District will engage in the following activities to ensure its programs, services, and activities communicated or facilitated online are accessible to people with disabilities:

1. Adopt an Accessibility Standard. **Within 30 calendar days** of the execution of this Agreement, the District will adopt a widely accepted accessibility standard, such as the Web Content Accessibility Guidelines (WCAG), version 2.1, level AA, or another standard that requires an equivalent level of accessibility for people with disabilities. (As of the implementation date in the Title II regulation at 28 C.F.R. § 35.200 applicable to the District, the District must adopt WCAG version 2.1, level AA as its accessibility standard.)

Reporting Requirements: **Within 30 calendar days** of the execution of this Agreement, the District will submit for OCR's review and approval its chosen accessibility standard.

2. Provide Notice. **Within 30 calendar days** of the execution of this Agreement, the District will prominently post a fully-accessible Notice on the District's website describing how people with disabilities can inform the District of any technology-based barriers to access they have encountered and how they can request access to the underlying District program, service, or activity.

Reporting Requirements: **Within 30 calendar days** of the execution of this Agreement, the District will submit for OCR's review and approval the location and content of its Notice, as well as protocols and timeframes for responding to reports of barriers.

3. Conduct an Audit. **Within 120 calendar days** of the execution of this Agreement, the District shall complete an Audit to identify online programs, services, and activities that are not accessible. The Audit shall consist of taking an inventory and engaging in manual testing to identify the following:

    a. Undertake an Inventory of Pages to be Tested. The inventory will consist of: (1) URLs on the District's domain, including the District's home page and first-level landing pages, the ten school home pages, and all web page templates not otherwise captured; and (2) all URLs outside of the District's domain, including those on all vendor-hosted or third-party-hosted sites including social media sites and video hosting services used by the District to communicate or facilitate its programs, services, and activities to members of the public.

    b. Engage in Manual Testing to Identify Inaccessible Pages. For all pages (and associated electronic documents and videos) in the inventory undertaken pursuant to the preceding paragraph, the District will engage in robust manual testing to identify inaccessible pages for people with disabilities. Vendor or third-party hosted pages in its inventory will be assessed alongside those regarding which the District has full operational control.

Reporting Requirements: **Within 120 calendar days** of the execution of this Agreement, the District will submit for OCR's review and approval the results of its Audit, including the URLs for all inventoried pages, its testing protocols, and detailed testing results for each tested URL including associated electronic documents and videos.

4. Engage in Remediation. The District will fully remediate inaccessibility **within six months** of the signature date of this Agreement. Remediation will conform to the District's chosen accessibility standard.

    a. Where achieving website accessibility compliance would impose an undue burden or fundamental alteration under Section 504 or Title II, the District will provide alternate measures that, at a minimum, afford a person with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services, programs, and activities as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.

    b. Where the District does not have the ability to effectuate immediate, full remediation of a vendor's or third party's technology, the District will request the vendor to complete its remediation of all inaccessibility issues **within six months** of the signature date of this Agreement, and the District will immediately offer appropriate interim alternate measures until the technology has been verified to be remedied including, but not limited to, prominently posting a way for people with disabilities to request access to the same information using an alternative method. If the vendor or third party fails to remediate, the District will exercise all avenues for compliance, including seeking to replace the vendor or moving or duplicating the programs, services, and activities to a digital venue within the District's

control. The District will continue to provide interim alternate measures until remediation occurs.

c. If the District replaces a technology vendor, or moves from an in-house technology to a vendor-hosted technology, the District will follow these steps, at a minimum, during its procurement process to achieve compliance:

i. In any requests for proposals, the District will require bidders to commit to remediate noted inaccessibility issues, so the technology conforms to the District's adopted accessibility standard prior to delivery and throughout the life of the contract.

ii. Before determining a winning bidder, the District will select the product that most closely conforms to the District's adopted accessibility standard; if there are two or more products that equally conform to such standard, the District may employ other factors to decide the winning bid. The District will engage in independent testing or otherwise confirm the validity of any vendor-offered accessibility assessment of its own product.

Reporting Requirements: Each time the District determines alternate measures are required in lieu of immediate remediation, it will immediately submit those proposed measures to OCR for review and approval. If the alternate measures are being proposed to overcome a perceived undue burden or fundamental alteration, the District will clearly indicate the factors it considered in making such a determination, for OCR's review and approval. No later than six months after the execution of this Agreement, the District will notify OCR that it has fully remediated identified issues on the inventoried pages, including associated electronic documents and videos.

5. Update Testing and Remediation Protocols. Upon receipt of the notice provided in the preceding paragraph, or earlier if requested by the District, OCR will assess the effectiveness of the District's testing protocols and remediation steps by conducting its own testing on a representative sample of the web pages, electronic documents, and videos identified by the District pursuant to paragraph 3(c), using the District-adopted standard as an appropriate measure of compliance. The District will then participate in all video conference(s) requested by OCR, and, when appropriate, request relevant vendors to participate in such conferences, so OCR can share concerns or violations regarding any remaining inaccessibility issues that impede the ability of people with disabilities to have equal opportunities to enjoy the District's underlying programs, services, and activities. These video conferences may also address any noted deficiencies regarding the District's Notice.

a. Based on OCR's concerns or violations shared during the video conferences, the District will:

i. Make appropriate changes to its testing and remediation protocols, and may require its vendor(s) to engage in appropriate barrier removal;

ii. Re-test or engage in additional remediation tailored to address OCR's concerns as appropriate; and

iii. **Within 30 calendar days** of the relevant video conference, notify OCR that the District is ready for OCR to re-test the original pages, along with a list of any additional URLs that the District believes are representative of barrier-free web pages, electronic documents, and videos, as appropriate, from which OCR may select for additional testing.

This process shall continue until, in OCR's judgment, the District's testing and remediation protocols result in equal opportunities for people with disabilities.

6. Develop a Plan to Maintain Accessible Features. The District will develop a Plan regarding how it intends to maintain the accessibility of the services, programs, and activities communicated or facilitated online, including updated testing and remediation protocols; revised procurement protocols and language; ongoing training for web developers, procurement officials, and content creators; designations of responsibility; and appropriate levels and sources of funding to support ongoing efforts.

Reporting Requirements: **Within one year** of signing this Agreement, the District will submit for OCR's review and approval its Plan to Maintain Accessible Features.

7. Disclaimer. Nothing in this Agreement should be construed to mean that any content and functionality – including lower-priority content and functionality – is not subject to the requirements of Section 504 and Title II.

The District will comply fully with Title II, including newly-added Subpart H when it goes into effect. *See* 28 C.F.R. §§ 35.200 *et seq*. At that time, the regulatory language of Subpart H will supersede the terms of this Agreement, to the extent there are any conflicts or inconsistencies.

By signing the resolution agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. During the monitoring of the 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 the resolution agreement.

The District understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the District is in compliance with the terms of the Agreement and Section 504, 29 U.S.C. § 794, and its implementing regulation, at 34 C.F.R. Part 104, and Title II, 42 U.S.C. §§ 12131– 12134, and its implementing regulation, at 28 C.F.R. Part 35.

The District understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings in the event of breach. Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

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

/s/	6/22/2026
Superintendent, Jenks Public Schools (If designee, please print title below)	Date