

Resolution Agreement
OCR Complaint No. 03161095
Baltimore City Public Schools (the District)

In order to resolve the allegations in the above-referenced complaint filed with the United States Department of Education, Office for Civil Rights (OCR), against the Baltimore City Public Schools (the District) under Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 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 et seq., and its implementing regulation at 28 C.F.R. Part 35, the District voluntarily enters into this Resolution Agreement (Agreement) and commits to implement the provisions set forth in this Agreement in order to resolve this complaint.

Action Steps and Reporting Requirements

Action Step 1

The District recognizes its obligation under the regulation implementing Section 504 at 34 C.F.R. § 104.33 to provide a free appropriate public education to each qualified student with a disability in its jurisdiction. Further, the District recognizes its obligation under the Section 504 regulations at 34 C.F.R. §§ 104.35 and 104.36 to respond timely to requests to evaluate students for suspected disabilities.

The District acknowledges that, pursuant to 34 C.F.R. §§ 100.7(e) and 104.61 and 28 C.F.R § 35.134, it may not intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by the laws OCR enforces, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation or other matter in connection with a complaint. The District recognizes that retaliation (any adverse action, including, but not limited to, coercion, threats or intimidation) against an individual who has engaged in a protected activity or participated in the resolution process of complaints alleging discrimination in violation of statutes and regulations enforced by OCR, is prohibited under these regulations.

By July 30, 2016, the District will send a memorandum to all personnel at Green Street Academy (School), reminding them of these obligations under Section 504 and Title II, quoting the language from the regulations, as set forth above.

Reporting Requirement

By August 15, 2016, the District will provide OCR with a copy of the memorandum and documentation showing the distribution list of personnel who received this memorandum and the method of issuance (e.g. email, hand-delivery to staff mailboxes, etc.)

Action Step 2

xx-paragraph redacted-xx

Reporting Requirements

xx-paragraphs redacted-xx

The District agrees to comply with the terms of this Agreement until OCR has released it from monitoring. OCR will not close the monitoring until it determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.33, 104.35, 104.36, and 104.61, and the regulation implementing Title II, at 28 C.F.R § 35.134, which are applicable to this 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. 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 complied with the terms of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.33, 104.35, 104.36, and 104.61, and the regulation implementing Title II, at 28 C.F.R § 35.134, which are applicable to this complaint.

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

6/29/2016

Date

/s/

Superintendent or Designee