

Resolution Agreement
Metropolitan School District of Washington Township
OCR Docket # 05-16-1241

The Metropolitan School District of Washington Township (District) voluntarily enters into this Resolution Agreement (Agreement) 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, with respect to the allegation of disability discrimination raised in the above-referenced complaint, filed by the Complainant on behalf of Student A. Specifically, the District has voluntarily agreed to resolve the allegation that it discriminated against Student A, a xxxx-xxxx student at xxxxxxxxxxxx School (School) based on his disability (xxxxxxxxxxxxxxxxxxxx) when in xxxxxxxx 2016 it denied him the opportunity to attend a School field trip unless a parent accompanied him. By entering into this Agreement, the District does not admit any violation of Section 504 or Title II with regard to the allegation.

Training

1. The District will provide training to all School teachers, administrators, aides, and any other staff it deems necessary on the Section 504 regulation at 34 C.F.R. §§ 104.4(a), 104.4(b) 104.33(a), and 104.33(b)(1) and the Title II regulation at 28 C.F.R. § 35.130(a), which prohibit disability discrimination and require school districts to provide a free appropriate public education (FAPE) to each qualified person with a disability who is in the school district's jurisdiction, regardless of the nature or severity of that disability. The training will include, but not be limited to, information about the Section 504 and Title II regulations that prohibit school districts from: denying a qualified student with a disability the opportunity to participate in or benefit from an aid, benefit, or service; affording a qualified student with a disability an opportunity to participate in or benefit from an aid, benefit, or service that is not equal to that afforded others; providing a qualified student with a disability with an aid, benefit, or service that is not as effective as that provided to others and does not afford that student with an equal opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement in the most integrated setting appropriate to the student's needs; providing different or separate aid, benefits, or services to students with disabilities or to any class of students with disabilities unless such action is necessary to provide a qualified student with a disability with aid, benefits, or services that are as effective as those provided to others; otherwise limiting a qualified individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service. In addition, the District shall evaluate its staff's understanding of the training information and materials with a formal assessment and provide a narrative summary of the results of the evaluation.

REPORTING REQUIREMENTS: By September 30, 2016, the District will provide to OCR documentation describing the trainings it has provided to School teachers, administrators, aides, and other District personnel, including sign-in sheets, agendas, all materials distributed, a copy of the assessment instrument, and a narrative summary of the results of the evaluation.

Individual Remedies

2. Subject to prior OCR approval, the District will send a letter by certified mail to the Complainant in which it apologizes for the fact that Student A was unable to attend, with his peers, the xxxxxxxx, 2016, field trip to the xxxxxxxx xxxxxxxx xxxxxxxx, assures the Complainant that it will not in the future discriminate against Student A because of his disability or exclude him from participation in or deny him the benefits of the District's services, programs, or activities on the basis of his disability. In addition, the letter will offer to purchase xxx xxxxx for Student A and the Complainant to xxxxxx x xxxxxxxxxxxxxx xxxxxxx xx xxx Complainant's choosing xx xxx xxxxxxxx xxxxxxxxxxx xxxxxxxx. The letter shall identify a District employee to serve as a contact person to assist the Complainant in arranging the xxxxxxxx of the xxxxxxxxxxxxxx xxxxxxxx.

REPORTING REQUIREMENT: By September 30, 2016, the District will provide documentation that it sent the letter approved by OCR to the Complainant and, if requested by the Complainant, that it has xxxxxxxx xxx xxxxxxx to the xxxxxxxxxxxxxx xxxxxxxxxxxxxx xxxxxxxx.

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 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 is in compliance with the regulations implementing Section 504 at 34 C.F.R. §§ 104.4(a) and 104.33, and Title II at 28 C.F.R. § 35.130(a), which were at issue in this case.

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 at 34 C.F.R. §§ 104.4(a) and 104.33, and Title II at 28 C.F.R. § 35.130(a), which were at issue in this case.

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.

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05-16-1241 Metropolitan School District of Washington Township

For the District

Date