

RESOLUTION AGREEMENT
University Preparatory Science and Math School
OCR Docket # 15-15-1107

Public School Academies of Detroit / University Preparatory Science and Math School (the “School”) agrees to this Resolution Agreement (the “Agreement”) with the U.S. Department of Education, Office for Civil Rights (“OCR”), to resolve the above-referenced complaint and to ensure 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, as well as with Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35.

Nothing in this Agreement shall be construed as an admission of wrongdoing or liability by the School or admission that the School has a contractual relationship whatsoever with the before and after school child care provider at the School (“Children’s Retreat”) or that it provides “significant assistance” to the Children’s Retreat, as the School specifically denies such allegations. Notwithstanding the foregoing, the School agrees to the following:

Procedural Remedies

- I. By November 30, 2015, the School will notify Children’s Retreat of the following:
 - a. Children’s Retreat may not limit or deny the students, parents or guardians, employees, or applicants who participate in or apply to the child care program from accessing its programs in a manner that would violate Section 504 or Title II; and
 - b. Should Children’s Retreat receive a request for services from an existing student, parent or guardian, employee, or applicant with a disability, it must determine if that individual can, consistent with Section 504 and Title II, be provided access to its programs and services.

REPORTING REQUIREMENTS: By January 31, 2016, the School will submit supporting documentation showing that it has implemented Paragraphs I.a and b, such as a copy of the notification it provided, the specific name, address, and contact information for Children’s Retreat, and the date of the notification.

- II. By December 31, 2015, the School will require Children’s Retreat to enact policies and procedures that prohibit it from: (1) denying individuals with disabilities the opportunity to participate in or benefit from an aid, benefit, or service it provides; or (2) otherwise discriminating against individuals on the basis of disability in its provision of services to beneficiaries of the School.
- III. By December 31, 2015, the School will establish grievance procedures by which individuals with disabilities can file complaints against Children’s Retreat regarding

Section 504 and/or Title II, which the School’s management company, Detroit 90/90, Inc. (“Detroit 90/90”) will address promptly and equitably on behalf of the School.

- IV. Within sixty (60) calendar days of OCR’s review of the policies and procedures, Detroit 90/90, will notify all of the School parents, students, teachers, staff, and the Student’s parent of the policies and procedures, including its grievance procedures, and the School will ensure that the School, Detroit 90/90, and Children’s Retreat adopt and implement the revised policies and procedures and will provide training to the administrators and staff assigned to the School and the Children’s Retreat on the newly-adopted policies and procedures.
- V. By December 31, 2015, Detroit 90/90 will modify the existing contract it has with Children’s Retreat to include a provision that Detroit 90/90 and/or the School will either cease providing space and associated benefits, including, e.g., utilities and parking areas, to Children’s Retreat or Detroit 90/90 will void its contract with Children’s Retreat should it fail to comply with Section 504 and/or Title II.

REPORTING REQUIREMENTS: By January 31, 2016, the School and/or Detroit 90/90 will submit to OCR its draft grievance procedures and the draft policies and procedures as required in Paragraphs II and III for its review and will submit documentation to show Detroit 90/90’s revisions to its contract with the Children’s Retreat required in Paragraph V. Within sixty (60) calendar days of OCR’s approval of the policies and procedures, the School and/or Detroit 90/90 will submit to OCR documentation of its compliance with Paragraph IV of the Agreement, including copies of correspondence to employees, students, and parents or guardians and a copy of all training materials, including information documenting the date(s) of the training(s), the identity and qualifications of each person delivering the training(s), agendas, outlines, handouts, and sign-in sheets from the training(s) provided, including the name, job title, and building of all persons who attended the training(s).

Individual Remedies

- VI. By January 31, 2016, Detroit 90/90 and/or the School will require Children’s Retreat to send a letter notification to the Student’s parent inviting the Student to re-enroll in Children’s Retreat, ensuring the Student’s parent that Children’s Retreat will comply with Section 504 and Title II going forward, and that Children’s Retreat is in the process of revising its policies and procedures accordingly. Children’s Retreat will also notify the Student’s parent that it will provide the Student’s parent with a copy of the revised policies and procedures when they are finalized, pursuant to paragraph IV of the Agreement.

REPORTING REQUIREMENTS: By January 31, 2016, the School and/or Detroit 90/90 will submit supporting documentation showing that it has implemented paragraph VI, including a copy of the notification letter that Children’s Retreat sent to the Student’s parent and a copy of the postmarked envelope.

General Requirements

The School understands that OCR will not close the monitoring of this agreement until OCR determines that the School has fulfilled the terms of this agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. §104.4(b)(1)(i) and (v) and Title II and its implementing regulation at 28 C.F.R. §35.130(b)(1)(i) and (v), which were at issue in this case. The School 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 School understands that during the monitoring of this agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms of this agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. §104.4(b)(1)(i) and (v) and Title II and its implementing regulation at 28 C.F.R. §35.130(b)(1)(i) and (v).

The School 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 School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s

Board President
Public School Academies of Detroit
University Preparatory Science and
Math School

November 30, 2015

Date