

**Resolution Agreement
Montgomery County Public Schools
OCR Complaint #03131235**

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504), and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (Title II), and their implementing regulations, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, respectively, which prohibit discrimination on the basis of disability, Montgomery County Public Schools (the District) voluntarily enters into this Resolution Agreement (Agreement) and makes the following commitments to OCR. This Agreement does not constitute an admission of liability on the part of the District, nor does it constitute a determination by OCR that the District violated any of the regulations enforced by OCR.

The complaint concerns the District's XXXX XXXX XXXXX XXXXX XXXX schools XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX XXXXX XXXX XXXXX.

Action Step 1

By June 30, 2014, the District will review the records of all students with disabilities who live XXX XXXXX X X XX XXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXX XX XXX XXXXXXXXXXXXXXX have been accepted to begin attending a XXXX XXXXXXX during the 2014-15 school year. The goal of the review will be to identify any XXX XXXX XXXXX students with disabilities where either: 1) the student requires transportation in order to be provided with a Free Appropriate Public Education (FAPE); or 2) the parent made a disability-related request of the District to modify the transportation policy in order for the student to participate in the XXXXXXXXXXX. For all such XXXXXXXXXXX XXXXXXXXXXX XXXXX students identified as a result of this review, the District will offer parents:

1. For students requiring transportation in order to receive a FAPE, transportation beginning with the 2014-15 school year.
2. For parents who requested a modification of the transportation policy, the District will engage in an individualized inquiry to determine whether the modification is necessary; in doing so, the District may consider whether such modification constitutes an undue financial or administrative burden for the District or a fundamental alteration in the nature of the XXXX program. This individualized inquiry may be conducted by knowledgeable District staff; it is not necessary that a multidisciplinary team consider the request for modification.

Reporting Requirements

By July 15, 2014, the District will submit to documentation to OCR, including copies of letters to parents and a list of students, pursuant to Action Step 1.

Action Step 2

continuing until the date when the District begins to provide these transportation services to the Student. The written notice shall advise the Complainant that XXX will have four weeks from the date of notification from the District within which to submit documentation for XXX expenses or the District will have no further obligation to reimburse these expenses. Within four weeks of the District's receipt of the Complainant's documentation, the District shall mail the Complainant a check for the amount of expenses which XXX incurred.

Reporting Requirements

By June 30, 2014, the District will provide OCR with 1) certification that an evaluation meeting was held in accordance with Action Step 3 and the District's determination as a result of that meeting, including any documentation regarding this meeting (e.g. meeting notes, Section 504 plan); and 2) a copy of the letter sent to the Complainant with its determination regarding the Student's need for transportation services which includes the details described in Action Step 3 above, as applicable, and proof that the Complainant received a copy of XXX procedural safeguards.

By July 31, 2014, the District will provide OCR with documentation regarding the Complainant's response to the offer for reimbursement of transportation expenses, if applicable, including copies of documentation submitted regarding expenses and proof of the District's reimbursement (e.g. copy of the check issued or other form of payment), if applicable.

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. §§ 104.4, 104.33, 104.35, 104.36, and 104.37, which are at issue in this complaint.

The District shall provide data and other information in a timely manner. 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 the regulations implementing Section 504 at 34 C.F.R. §§ 104.4, 104.33, 104.35, 104.36 and 104.37, which are at issue in 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 a minimum of sixty (60) calendar days to cure the alleged breach.

/s/

5/27/14

Superintendent and/or designee
Montgomery County Public Schools

Date