

RESOLUTION AGREEMENT
Trumbull Board of Education
OCR Complaint No. 01-18-1008

Prior to the completion of OCR's investigation, the Trumbull Board of Education (the District) agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions:

A. Action Steps

1. The District will remind the Trumbull Parent, Teacher, and Students Association Council ("Trumbull PTSA Council") of the District's prohibition on discrimination based on disability.
2. The District will notify the Frenchtown Elementary School Parent-Teacher Association (the Association) that in order to maintain its relationship with the District, the Association:
 - a. Is obligated to respond to requests for disability accommodations in a manner that is consistent with the District's policies regarding disability accommodations and that complies with the regulations implementing Section 504 and Title II;
 - b. Cannot, on the basis of disability, exclude qualified individuals with disabilities from participation in, deny them the benefits of, or otherwise discriminate on the basis of disability in its services, programs, or activities;
 - c. Must provide its services and activities in a manner affording individuals with disabilities an equal opportunity to participate; and must make reasonable modifications in its practices or procedures when the modifications are necessary to avoid discrimination on the basis of disability unless to do so would fundamentally alter the nature of the service, program, or activity;
 - d. Cannot place a surcharge on individuals with disabilities to cover the costs of measures, such as the provision of auxiliary aids and services that are required to provide the individuals with nondiscriminatory treatment;
 - e. Must notify its participants and beneficiaries, such as students and parents/guardians, through its publicity materials and its website, the process for anyone who wishes to request accommodations for a disability or to file a complaint about disability-related discrimination by the Association.
3. The District will appoint a District employee knowledgeable about Section 504 and Title II to serve as a liaison to the Association. The liaison will:
 - a. Advise on all requests for accommodations the Association receives from students or other qualified parties seeking to participate in Association activities. The liaison will ensure that the requirements of Provision 1 of this agreement are met;

- b. Ensure that Association liaisons¹ are provided with training, by a person knowledgeable about Section 504 and Title II, on the requirements of those laws and their implementing regulations as they pertain to nondiscrimination and the provision of accommodations, as well as District policies regarding the provision of accommodations; and
 - c. Review Association notices to ensure that the Association has notified its participants and beneficiaries, such as students and parents/guardians, through its published rules and regulations, its publicity materials, and its website, the process for anyone who wishes to request accommodations for a disability or file a complaint about disability-related discrimination by the Association.
4. Should the liaison find that the Association is unwilling or unable to comply with non-discrimination laws, the District will either: i) cease to provide “significant assistance,” as specified in 34 C.F.R. §104.4(b)(1)(v), to the Association or ii) assist in providing the necessary accommodations to ensure the Association does not discriminate against individuals with disabilities.

B. Reporting Requirements

1. By June 30, 2018 and January 30, 2019, the District will submit documentation to OCR to verify that the above provisions of this Agreement have been implemented, including:
 - a. Documentation related to the implementation of Provision 1;
 - b. Documentation that includes a copy of the notification referred to in Provision 2;
 - c. The name and title of the District liaison to the Association;
 - d. The steps the liaison has taken to ensure that the Association has not discriminated on the basis of disability;
 - e. Copies of any notices or links to websites demonstrating that the Association has notified individuals of its obligations; and
 - f. The date(s), attendance sign-in sheets, the name and qualifications of the individual(s) trainers, and copies of the outlines and any handouts for the trainings provided to the Association.
 - g. Documentation that it has provided the Student with appropriate accommodations referred to in Provision 5.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District to 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 regulation implementing Section 504 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in this case. The District understands that OCR will not close the monitoring of the Agreement until such time that OCR determines the District has fulfilled the terms of the Agreement and is in compliance with the statutes and regulations that were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close this case.

¹ The Association shall select two individuals who shall act as liaisons to the District for the purposes of implementing the terms of this agreement.

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.

The Agreement will become effective immediately upon the signature of the District's representative below.

By: /s/
Dr. Gary Cialfi, Superintendent
Trumbull Public Schools

Date: 2/28/18