

RESOLUTION AGREEMENT

Brooklawn School District
Case No. 02-15-1018

In order to resolve the allegation in Case No. 02-15-1018, the Brooklawn School District (the District) assures the U.S. Department of Education, New York Office for Civil Rights (OCR), that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104 (Section 504); and 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.

Action Item 1:

By April 30, 2015, the District will reimburse the complainant in the amount of \$262.50, representing the cost of the Student's attendance in the District's before and after care program from February 1, 2015 to April 17, 2015. The District will waive the cost of the Student's attendance in the before and after care program for the remainder of school year 2014-2015.

Reporting Requirement:

- (a) By April 30, 2015, the District will provide to OCR documentation demonstrating that the District reimbursed the costs of the Student's attendance in the District's before and after care program pursuant to Action Item 1.
- (b) By April 30, 2015, the District will provide documentation to OCR demonstrating that it has waived the cost of the Student's attendance for the remainder of school year 2014-2015 pursuant to Action Item 1.

Action Item 2:

By June 30, 2015, the Board of Education will appoint a District administrator to review the actions of the Superintendent in conjunction with the termination of the Student's enrollment in the District's Before and After Care Program in September 2014, and recommend to the Board if any action, up to and including disciplinary action, should be taken against the Superintendent.

Reporting Requirement:

- (a) By July 15, 2015, the District will provide documentation to OCR demonstrating that the District administrator reviewed the actions of the Superintendent in accordance with Action Item 2 above. The documentation will include, at a minimum, a description of the process the District administrator utilized to conduct the review; the administrator's recommendation to the Board regarding whether the Superintendent's actions warrant disciplinary or other action, and why; and, the action taken by the Board on the administrator's recommendation.

- (b) If disciplinary or other action will be taken, then by September 31, 2015, the District will provide documentation to OCR demonstrating implementation of the action.

Action Item 3:

By September 30, 2015, the District will provide training to all District staff and administrators, including the Superintendent, regarding the District's obligations pursuant to Section 504 and the ADA, and the prohibitions regarding retaliation. The training will include instruction that the District will ensure that students with disabilities are not denied the opportunity to participate in noneducational programs that the District offers because of their disabilities and/or because students' parents/guardians have engaged in protected activities, including filing due process hearing requests or other complaints related to the regulations OCR enforces. The training regarding retaliation will include a discussion of the following: (a) what constitutes a protected activity; (b) the prohibition on adverse actions in response to those protected activities; (c) recognizing acts of retaliation and intimidation, and their effects on individuals who engaged in protected activities; and (d) that effective action, including disciplinary action where appropriate, will be taken against administrators or staff found to engage in retaliatory conduct.

Reporting Requirement:

By October 15, 2015, the District will provide documentation to OCR demonstrating that training was provided consistent with the Action Item 3 above, including (a) the name(s) and credentials of the individual(s) who conducted the training; (b) a list of the individuals who attended the training and their positions; (c) the date(s) the training was conducted; (d) a summary of the material covered with District staff; and (e) copies of all training materials disseminated. If the District elects to have OCR provide the training required under Action Item 3, OCR will collect the required documentation and the District will not be required to provide any additional documentation.

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), 104.38, and 104.61, and the ADA, at 28 C.F.R. §§ 35.130(a) and 35.134, which were at issue in this case. The District also 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), 104.38, and 104.61, and the ADA, at 28 C.F.R. §§ 35.130(a) and 35.134, 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 proceeding 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.

4/17/2015

Date

/s/

John Kellmayer, Ed.D.
Superintendent

4/17/2015

Date

/s/

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Board President