

RESOLUTION AGREEMENT

Ewing Township School District Case No. 02-17-1189

The U.S. Department of Education, Office for Civil Rights (OCR) and the Ewing Township School District (the District) enter into this agreement to resolve the allegation in the above-referenced case. The District assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 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 (the ADA), 42 U.S.C. § 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of federal financial assistance and public entities, respectively.

Action Item 1: Remedial and/or Compensatory Services for the Student

By September 30, 2017, the District will convene a group of persons knowledgeable about the Student to determine whether the Student requires any remedial and/or compensatory services as a result of his serving out-of-school suspensions during school year XXXX-XXXX. The District will invite the complainant to attend this meeting. If the group of knowledgeable persons determines that the Student requires remedial and/or compensatory services, the group will develop a plan for providing such services, with a completion date for providing the services not to extend beyond December 31, 2017.

Reporting Requirements:

- a) By October 15, 2017, the District will submit to OCR a copy of the meeting minutes or similar documentation from the meeting referred to in Action Item 1 above, including an explanation for decisions made regarding remedial and/or compensatory services; and, a description of and schedule for providing remedial and/or compensatory services, if any, to the Student. OCR will review the documentation submitted to ensure that the District met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.33, 104.34 and 104.35, in making its determination.
- b) By January 15, 2018, if remedial and/or compensatory services are offered to the Student, the District will provide documentation to OCR demonstrating that it has provided the Student with the remedial and/or compensatory services. The documentation will include the dates, times, and locations of the services provided, a description of the services provided, and the name(s) of the service provider(s).

Action Item 2: Expunging of the Student’s Disciplinary Record

By August 30, 2017, the District will expunge any record of the Student’s out-of-school suspensions during school year XXXX-XXXX.

Reporting Requirement: By September 15, 2017, the District will provide documentation to OCR demonstrating that it has expunged any record of the Student’s out-of-school suspensions during school year school year XXXX-XXXX.

Action Item 3: Training for District Administrators and Staff

By September 30, 2017, the District will provide training to all District administrators and staff members at XXXXXXXX XXXXXXXXXXXX School (the school) who are responsible for imposing discipline on students, and/or re-evaluating students with respect to special education and related aids and services, regarding the requirements of Section 504 as they pertain to disciplining students with disabilities. The training will, at a minimum, advise staff regarding what actions may amount to a significant change in a disabled student’s educational placement; and, inform staff that prior to taking any action that would result in a significant change in a disabled student’s placement, the District must conduct a reevaluation of the Student in accordance with 34 C.F.R. § 104.35. The training will further inform staff that as a first step in any such reevaluation, the District must determine, using appropriate evaluation procedures that conform to the regulation implementing Section 504, whether the misconduct was a manifestation of the student’s disability; and, that if it is determined that the disabled student’s misconduct was a manifestation of the student’s disability, the recipient cannot implement a disciplinary sanction that would result in a significant change in the student’s placement (such as an out-of-school suspension) and must determine whether the student’s current educational placement is appropriate.

Reporting Requirement:

By October 15, 2017, the District will provide documentation to OCR demonstrating that training was provided consistent with 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 any training materials disseminated.

The District understands that by signing this agreement, it agrees to provide the foregoing 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 Section 504 and its implementing regulation at 34 C.F.R. §§ 104.4(a) and 104.35(a), and the ADA and its implementing regulation at 28 C.F.R. § 35.130(a). Upon completion of the obligations under this agreement, OCR shall close and dismiss 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.

This agreement will become effective immediately upon the signature of the District’s representative below.

This Agreement is made without any admission of guilt, liability or responsibility by the Ewing Township School District or any of its employees and shall not be admissible in any legal proceeding except to enforce its terms.

_____ /s/ _____
Date Superintendent or Authorized Designee
Ewing Township School District

_____ /s/ _____
Date Timothy C.J. Blanchard
Director – Region II, OCR