

Resolution Agreement
Prince Georges County Public Schools
Docket # 03141025

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 (Section 504) and its implementing regulation at 34 C.F.R. Part 104 and Title II of the Americans with Disabilities Act (Title II) and its implementing regulation at 28 C.F.R. Part 35, Prince Georges County Public Schools (the District) voluntarily enters into this Resolution Agreement (Agreement). 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 District voluntarily makes the following commitments to OCR:

1. The District recognizes its obligation under the regulation implementing Section 504 at 34 C.F.R. § 104.33 to provide a free appropriate public education to each qualified student with a disability in its jurisdiction. In addition, the District recognizes its obligations under Section 504 at 34 C.F.R. § 104.33 that it must fully implement Section 504 Plans for students with disabilities. By March 31, 2014, the District will disseminate a memorandum (this memorandum can be sent electronically) to all staff and administrators at the xxxxxxxx xxxxxxxx xxxxxx School (the School) reminding them of their obligations under Section 504 that they must fully implement Section 504 Plans for students with disabilities, including during field trips and extracurricular activities.
2. By April 30, 2014, the District will review and revise as necessary its policies and procedures regarding Section 504, nonacademic activities, extracurricular activities, and field trips to ensure they provide that students with disabilities may not be excluded from participation in extracurricular activities and field trips and that the attendance or a parent/guardian may not be required as a requirements for a student with a disability to participate in an extracurricular activity or field trip.
3. By April 5, 2014, the District will convene a Section 504 Team Meeting, to include relevant educational specialists who have knowledge of the Student's educational activities during the 2013-2014 school year, to determine whether the Student suffered any educational loss due to the District's alleged failure to xxxxx xxxxxxxxxx xxx xxxxxxxx xxx xxx and, if so, whether this entitles the Student to compensatory education services. In making this determination, the Section 504 Team will adhere to the requirements of 34 C.F.R. § 104.35 (evaluation and placement) and § 104.36 (procedural safeguards). The District will invite, via certified mail, the Complainant to attend the Section 504 Team Meeting for the Student at least fifteen (15) days in advance of the meeting, unless the Complainant agrees to waive this requirement.
4. If applicable, within 15 calendar days of the meeting described in Commitment #3 above, the District will provide the Complainant with written notice, via certified mail, of the outcome of the meeting, including: a description of any educational loss, a description of

any compensatory educational services to be provided, and the appropriate beginning and ending dates for these services, as applicable. If compensatory educational services are determined to be necessary for the Student, the District will inform the Complainant that the Complainant must respond to the offer within fifteen (15) calendar days. The notice will also inform the Complainant of the applicable procedural safeguards, in accordance with the requirements of 34 C.F.R. § 104.36. If compensatory services are warranted, and the Complainant accepts the District's offer, the District agrees to begin providing the services within fifteen (15) calendar days from the date of its receipt of the Complainant's acceptance of the District's offer, unless such services are only available during the regular school term or from private providers whose services are not available within that time, in which case, the services shall begin as soon as the school term begins or the provider is available. The compensatory education program shall be delivered in a manner so as not to hinder the delivery of any services that are required by the Student's current educational program. If the Section 504 Team determines that no educational loss occurred or that no compensatory services are necessary, the District will provide in its written notice a written explanation of its decision, along with a notice of the procedural safeguards.

5. By April 5, 2014, the District shall develop a plan to address the Student's disability related needs regarding xxxxxxxx xxxxxx, xxxxxxxx xxxxxxxxxx xxx xxxxx xxxxxxxx xxxxxxxx when xxx xxxxx is not present at the School. In addition, the plan shall include the person designated to provide or arrange assistance for nonacademic and extracurricular activities, to include name, email, and contact telephone numbers for health services (if applicable) and any requirement for advance notice to arrange the accommodation.
6. By April 5, 2014, the District will xxxxxxxx xxx xxxxxxx xx xxx xxxxxxxxxxxxxx during the 2013-2014 school year that were the result of the Student xxxxx xx xxx xxxxxxxx xx xxx xxx xx xxx xxxxxxx xxxxxxx xx xxx xxxxxxx xxxxxxxx, and promptly inform the Complainant of such action.

Reporting Requirements:

By April 20, 2014, the District will provide OCR with:

1. A copy of the memorandum sent to all staff and administrators at the School pursuant to Commitment #1, including the names and titles of all recipients of the memorandum, and the District's method of distribution.
2. Documentation demonstrating the District's compliance with Commitments #3 and #4, including: a) a copy of the invitation to the Section 504 Team Meeting to the Complainant to include verification that it was sent via certified mail; b) meeting minutes from the Section 504 Team Meeting; c) a copy of the notice sent to the Complainant informing her of the outcome of the Section 504 Team Meeting and any offers of compensatory education, as applicable Complainant, to include verification that it was

sent via certified mail, and d) a copy of the procedural safeguards provided to the Complainant.

3. xxxxxxxxxxxxxxxx xxxx xxx xxxxxxxxxxxxxxxx xxxx xxxx xxxxxxxxxxxx xxxx xxx xxxxxxxxxxxx xxxxxxxx and such notice was provided to the Complainant, as required by Commitment #6 above.
4. By May 15, 2014 the District will provide the revised policies and procedures pursuant to Commitment #2 above and the plan pursuant to Commitment #5 above for OCR's review and approval. Within fifteen (15) calendar days of the OCR's approval of the above-referenced policies and procedures and plan, the District will provide a copy of the policies and procedures to all staff and administrators, a copy of the plan to all staff responsible for carrying out the responsibilities in the plan, and provide OCR with proof that the plan was disseminated to include the name and title of each individual in which the plan was provided.

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 provisions of Section 504 and Title II, which are applicable to 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 provisions of Section 504 and Title II, which are applicable to 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/

3/18/2014

Superintendent and/or designee
Prince Georges County Public Schools

Date