

**Resolution Agreement**  
**Anne Arundel County Public Schools**  
**Docket #: 03-14-1133**

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, Anne Arundel 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 acknowledges its obligation under Section 504 and Title II to ensure that no person, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any District program or activity. The District also acknowledges its obligation under Section 504 and Title II to refrain from retaliating against parties who have engaged in a protected activity or participated in the resolution process of complaints alleging discrimination in violation of statutes and regulations enforced by OCR.
  
2. By September 12, 2014 the District shall disseminate a memorandum to all administrators and staff at the XXXXXXXXXXX XXXXXX XXXXX XXXXXXXX XXXXXXXX stating that different treatment of students on the basis of disability is a violation of Section 504, Title II, and the implementing regulations of each at 34 C.F.R. § 104.4 and 28 C.F.R. § 35.130. The memorandum will include a statement that the prohibition of different treatment includes academic activities, such as field trips, as well as extracurricular activities. The memo will specifically state that retaliatory conduct is prohibited by law and that effective action, including disciplinary action where appropriate, will be taken against administrators or staff found to engage in retaliatory conduct.

**Reporting Requirements:** By September 30, 2014, the District will provide OCR with a copy of the memorandum sent to all staff and administrators at the School pursuant to Commitments 1 and 2, including the names and titles of all recipients of the memorandum, and the District's method of distribution.

3. By September 12, 2014, the District will notify the Complainant, in writing, XXXX XXX XXXX XXX XXXX XXXXXXXX XX XXXXXXX XXXXX XXXXXXXXXXXXXX XXX XXXXXXXXXXXXXX XXX XXXXXXX XX XX XXXXXXX XXXXXXXXXXXXXX XXX XXX XXXXXXXXXXXXXX XX XXXX XX XXXXXXX XXX XXXXXXX XXXXXXXXXXX.

**Reporting Requirement:** By September 30, 2014, the District will provide OCR with a copy of the notification it sent to XXXXXXXXXXXXXXX.

The District understands that 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 and Title II, at 34 C.F.R. §§ 104.4 and 104.61, and 28 C.F.R. §§ 35.130 and 35.134, which were at issue in this complaint.

The District 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, 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 University written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

/S/

9/15/14

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*Superintendent or Designee*  
*Anne Arundel County Public Schools*

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*Date*