

**Resolution Agreement**  
**OCR Complaint # 03151089**  
**Anne Arundel County Public Schools**

In order to resolve the allegation 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 regulations at 34 C.F.R. Part 104 and Title II of the Americans with Disabilities Act (Title II) at 28 C.F.R. Part 35, the Anne Arundel County Public Schools (the District) commits to implement the provisions set forth in this Resolution Agreement (Agreement) below.

**Action Steps**

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 (FAPE) to each qualified student with a disability in its jurisdiction. The District further acknowledges its obligation under 34 C.F.R. § 100.7(e), as incorporated by 34 C.F.R. § 104.61, and 28 C.F.R. § 35.134, to refrain from retaliating against individuals 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 June 1, 2015, the District will send a memorandum to all personnel who are involved in the planning, execution and delivery of transportation services for the Student XXXXXX, reminding them of their obligation to provide a FAPE to each qualified student with a disability in its jurisdiction, including the provision of transportation services. The memorandum will also remind personnel of their obligation to refrain from retaliating against parties who have engaged in a protected activity.

**Reporting Requirement:** By June 15, 2015, the District will submit to OCR evidence of the distribution of the above-referenced memorandum including the list of personnel who received the memorandum.

3. By May 30, 2015, x – paragraph redacted – x.

**Reporting Requirement:** x – paragraph redacted – x.

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 fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. § 104.33 and 34 C.F.R. § 100.7(e), as incorporated by 34 C.F.R. § 104.61 which were at issue in this case.

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. § 104.33 and 34 C.F.R. § 100.7(e), as incorporated by 34 C.F.R. § 104.61 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 and 100.10) or judicial proceeding 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/

4.28.15

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President or Designee

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Date