

Voluntary Resolution Agreement
Baltimore City Public Schools
#03-19-1265

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Baltimore City Public Schools (the District) voluntarily enter into this Resolution Agreement (the Agreement) to resolve the above-referenced complaint. 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) and Title II of the Americans with Disabilities Act of 1990 (ADA) and their implementing regulations, at 34 C.F.R Part 104 and 28 C.F.R. Part 35, which prohibit discrimination based on disability by recipients of Federal financial assistance and public entities and retaliation, and specifically, the following provisions which were at issue in this complaint: 34 C.F.R. §§ 100.7(e), 34 C.F.R. 104.33, 34 C.F.R. 104.35, 34 C.F.R. 104.36, 104.4(a), 104.4(b)(1), 104.4(b)(2), 104.61, and 28 C.F.R. §§ 35.130(a), 35.130(b)(1), 35.130(b)(2), 35.134(a), and 35.134(b). The District, as a recipient of Federal financial assistance and a public entity, is subject to the requirements of Section 504, Title II of the ADA and their implementing regulations.

Prior to the completion of OCR's investigation, the District agreed to resolve this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve these allegations, the District agrees to take the following actions.

In entering into this Agreement, OCR acknowledges that it has not made a finding that the District failed to adhere to, abide by, or in any other way failed to observe the statutes and/or regulations that OCR enforces. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

Action Step #1 - Issuance of Memorandum

The District acknowledges its obligations under the Section 504 regulation at 34 C.F.R. § 104.4(a), (b)(1), and (b)(2) and the Title II regulation at 28 C.F.R. § 35.130(a), (b)(1) and (b)(2) and consistent with its obligations under these regulations, it affirms that it will not provide a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit or service that is not equal to that which is provided to others and additionally, recognizes that this requirement extends to and applies in the context of field trips.

The District acknowledges its obligation not to retaliate against the Student or the Complainant (the Student's Parent), regarding communication and treatment within the classroom. The District confirms that it complies with the following provision of the Section 504 implementing regulations prohibiting retaliation:

No recipient or other person shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by [Section 504), or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under this part.

See 34 C.F.R. § 100.7(e), incorporated by reference into Section 504 at 34 C.F.R. § 104.61. The District also confirms that it complies with the following provision of the ADA implementing regulations prohibiting retaliation at 35.134(a), and 35.134(b):

- (a) No private or public entity shall discriminate against any individual because that individual has opposed any act or practice made unlawful by this part, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under [Title II of the ADA].
- (b) No private or public entity shall coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by [Title II of the ADA].

By September 1, 2020, the District shall disseminate a memorandum to all employees at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (the School), stating the following:

- The District shall not deny a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit or service that is not equal to that which is provided to others and additionally, recognizes that this requirement extends to and applies in the context of field trips.
- The District and its employees shall not retaliate, intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Section 504 or Title II of the ADA, or because the individual has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under Section 504 or Title II of the ADA;
- The District and its employees shall not discriminate or retaliate against any individual because that individual has opposed any act or practice made unlawful by Section 504 or Title II of the ADA; and
- The protections against retaliation apply to any individual, including students, persons who act on their behalf and employees.

Reporting Requirement for Action Step #1

Within 14 days disseminating the memorandum, the District shall submit to OCR a copy of the memorandum, a list of the names and titles of the persons who received the memorandum, an explanation of the manner in which it was distributed and the date it was disseminated.

Action Step #2 - Anti-Harassment Training to the Staff at the Student's School

By November 1, 2020, the District will provide anti-harassment training for the instructional staff and administrators at the Student's school. The District's Section 504 Coordinator, or an individual trained on Section 504 and the ADA, will train these staff on the following aspects of disability harassment, to include:

- A review of the District's responsibilities under Section 504 and Title II, pertaining to ensuring equal educational opportunities for all students, including students with disabilities, and prohibiting disability discrimination, including disability harassment; and
- An explanation of what conduct constitutes disability harassment, including harassment involving demeaning jokes, taunting and derogatory remarks or physical acts relating to an individual's disability; it will also include a statement of the definition of disability and examples of disability harassment.

Reporting Requirement for Action Step #2

Within 14 days of the training, the District shall submit to OCR an explanation of the training provided instructional staff and administrators at the Student's school , including the name, title and qualifications of the individual who provided the training, the method for the training (in person or online) as well as any materials used during the training.

Action Step #3 - Determination regarding Compensatory and/or Remedial Services

By November 1, 2020, after providing proper written notice to the Student's Parent, the District will convene an IEP Team meeting to determine whether the Student experienced any educational loss XX XX The District will invite the Student's Parent, in writing via certified mail, to attend the meeting, at least fifteen (15) days in advance of the meeting.

If the team determines that the Student experienced an educational loss as a result of any communications made to him regarding his medication and whether he took it, it will then consider whether the loss entitles the Student to compensatory and/or remedial education services. In making this determination, the team will adhere to the requirements of 34 C.F.R. § 104.35 (evaluation and placement) and § 104.36 (procedural safeguards). The District will ensure that accurate meeting minutes are kept, including documenting information considered from all sources and all decisions made by the team. As appropriate, the team will develop a plan for providing timely compensatory and/or remedial services.

The District will provide the Student's Parent with written notice of the outcome of the meeting, via certified mail, including a description of any compensatory and/or remedial educational services to be provided, the subject areas covered, the amount of services, where and when the services will be provided, including the appropriate beginning and ending dates for the services, and any transportation that will be provided to the Student in conjunction with these services. The letter shall advise that the Student's Parent will have 30 days from the date of notification from the District within which to accept the District's offer of compensatory and/or remedial instruction services or the District will have no further obligation to provide these services. This letter will include a notice of procedural safeguards in accordance with the requirements of 34 C.F.R. § 104.36, including their right to challenge the team's determination through an impartial due process hearing.

If the Student's IEP Team determines that no educational loss occurred related to the alleged harassment regarding his medication during the time period in question and that no additional services or education are necessary for the Student, the District will provide an explanation of its decision to the Student's Parent, including the basis for its decision. This letter will include a notice of procedural safeguards in accordance with the requirements of 34 C.F.R. § 104.36, including the right to challenge the Team's determination through an impartial due process hearing.

Reporting Requirement for Action Step #3

Within 30 days of the IEP Team meeting convened under Section 3 of this Agreement, the District shall provide the following information to OCR, for OCR's review and approval:

- a. A copy of the letter sent to the Parent inviting the Parent to attend the IEP Team meeting.
- b. Documentation of the meeting, including a list of all individuals who participated in, attended the meeting or provided information that was

considered during the meeting, copies of documents considered by the team, notes from the meeting and any other documentation which supports the decision made at this meeting.

- c. Documentation regarding determinations made at the meeting, including a determination as to whether the Student requires compensatory and/or remedial educational services and an explanation of the decision, including the basis for its decision.

Within 30 days of notification of OCR's review and approval of the District's determination regarding compensatory and/or remedial education, the District shall provide the following information to OCR:

- a. A copy of the letter sent to the Student's Parent regarding the District's determination as to whether the Student requires compensatory and/or remedial educational services and an explanation of its decision, including the basis for its decision and the provision of the applicable procedural safeguards to the Student's Parent.
- b. If the team determines that compensatory and/or remedial educational services are necessary for the Student, a copy of the letter sent to the parties regarding the compensatory and/or remedial educational services offered to the Student, to include a specific description of the services to be provided, how and when they will be provided, and the amount and duration of these services. which includes an explanation as to how the award was calculated and the beginning and ending dates for these services.

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, 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 and obligations of this Agreement. Upon the District's satisfaction of the commitments made under this Agreement, OCR will close the complaint.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Superintendent or Designee

_____8/19/20_____
Date