

RESOLUTION AGREEMENT
Shelby County School District
Complaint # 04-15-1377

The Shelby County School District (District) agrees to resolve the allegations of discrimination on the basis of disability contained in complaint number 04-15-1377 filed with the U.S. Department of Education, Office for Civil Rights (OCR). The District agrees to this Resolution Agreement (Agreement) to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35.

Student Remedies

1. **By September 1, 2016**, the Complainant may submit to the District the following documentation in order to seek reimbursement for the costs the Complainant incurred as a result of the Student's exclusion from the summer camp: (i) a receipt documenting the cost of the alternative summer camp the Student attended during Summer 2015; (ii) an online printout of directions (e.g., Google maps <https://www.google.com/maps> or another driving directions website) reflecting the distance in miles from the family's residence to the alternative summer camp; (iii) a statement of the number of days from June to August of 2015 that the Student attended the alternative summer program. The Complainant will submit this information to the District by U.S. Mail or email. **Within 10 days** of the District's receipt of this information, the District will issue a check to the Complainant for the cost of the summer camp plus round trip mileage at the rate of \$.47 cents per mile, consistent with the Shelby County reimbursement rate.¹

Reporting Requirement: **By September 15, 2016**, the District will provide documentation that it reimbursed the Complainant for the cost of the summer camp and for mileage, consistent with the terms above. Also, if the Complaint does not elect to send in documentation of the cost of the summer camp and mileage consistent with the above, the District will inform OCR in writing that the Complainant did not do so and, therefore, it did not reimburse the Complainant.

2. **Within 30 days of the 2017 summer program rollout**, the District, via written correspondence to the Student's parent, will enclose an application for the summer camp program (Program) and provide an assurance that the Student will be subjected to the same admission requirements as students without disabilities. If the Student applies and is accepted to the summer camp for summer 2017, the District will provide reasonable accommodations to the Student that enable the Student to receive access to the Program in such manner as is necessary to afford the Student an equal opportunity for participation in the Program.²

¹ Rate can be found at: <http://www.shelbycountyttn.gov/documentcenter/view/5874> (Last visited on May 9, 2016)

² For guidance please refer to OCR's "Guidance on the Application of Section 504 to Noneducational Programs of Recipients of Federal Financial Assistance", January 3, 1990, a copy of which has been provided to the District.

Reporting Requirement: Within 15 days of completing Item Two, the District will provide documentation to OCR showing that the District, via written correspondence, provided the Student's parent an application for the Program and an assurance that the Student will be subjected to the same admission requirements as students without disabilities.

3. **By May 31, 2017**, or within 30 days of finalizing its summer camp roster, the District will provide documentation to OCR indicating whether the Student was admitted to the Program for the summer of 2017. If the Student applies and is admitted, the District will provide OCR with a written description of the reasonable accommodations, if any, it will provide the Student to enable the Student to have access to the Program in such manner as is necessary to afford the Student an equal opportunity for participation in the Program.

Reporting Requirement: By June 30, 2017, or within 30 days of finalizing its summer camp roster, the District will provide the documentation stated above in **Item Three**.

Summer Program Admissions Process (Process)

4. **By November 1, 2016**, to ensure equal opportunity for students with disabilities to attend the Program, the District will develop a Process to provide, on a case by case basis, reasonable accommodations to qualified students with disabilities that enable them to receive access to the Program in such manner as is necessary to afford them an equal opportunity for participation in the Program. The Process will be submitted to OCR for review and approval.

Reporting Requirements: By December 1, 2016, the District will provide a copy of the Process developed to ensure that qualified students with disabilities have an equal opportunity to participate in the Program. Upon approval by OCR, the District will immediately implement the new Process.

By June 30, 2017, the District will also provide a list of all students with disabilities who applied to the Program for summer 2017, the type of disability, and the accommodations provided to any student with a disability who was admitted to the Program. If a student with a disability was not admitted, please provide the reason for the denial.

5. **By April 28, 2017**, the District will revise the Summer Camp's Handbook (Handbook) and submit it to OCR for review and approval. The revisions will include the updated Process listed in **Item Four above**, ensuring qualified students with disabilities receive access to the Program in such a manner as is necessary to afford them an equal opportunity for participation in the Program.

Reporting Requirements: By May 15, 2017, the District will provide OCR a revised copy of the Handbook that includes the Process in **Item Four** above. Upon OCR's approval, the District will distribute copies of the Handbook to all District parents with children of age to participate in the Program.

By June 1, 2017, the District will confirm that the revised Handbook has been distributed to all District parents with children who are eligible to participate in the Program.

Training

6. **By February 10, 2017**, the District will provide training to all Program staff on the Process developed pursuant to **Items Four and Five**.

Reporting Requirement: **By February 28, 2017**, the District will provide to OCR a sign-in sheet showing all Program staff, by name and title, who received training on the new Process and the requirements of Section 504 and Title II. The District will also provide the name and credentials of the trainer and a copy of the training materials.

This Resolution Agreement will become effective immediately upon the signature of the Superintendent or his/her designee below.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. 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 Section 504 and its implementing regulation at 34 C.F.R. § 104.4, and Title II and its implementing regulation at 28 C.F.R. § 35.130 which were at issue in this complaint.

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 compliance with Section 504 and its implementing regulation at 34 C.F.R. § 104.4, and Title II and its implementing regulation at 28 C.F.R. § 35.130.

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.

Superintendent or Designee Signature

Date

Print Name