Resolution Agreement
Houston Independent School District
OCR Ref. No. 06161139

OCR and the Houston Independent School District (HISD, Recipient, or District) enter into this agreement to resolve the allegation in the above-referenced complaints. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures the U. S. Department of Education, Office for Civil Rights, (OCR), that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

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

For the purposes of this Agreement, the Complainant is identified as *[redacted]* and the Student is identified as *[redacted]*.

INDIVIDUAL RELIEF

**Action Item 1**

Within 30 calendar days of the date of this Agreement, HISD will provide written notice to the Complainant by mail and email stating that, pursuant to the requirements of Title II and Section 504, HISD will provide reasonable accommodations to students with disabilities during tryouts for extracurricular activities. The notice will also state that if the Student *[redacted]* experiences other symptoms of *[redacted]* disability which prevents *[redacted]* from *[redacted]*, and the Complainant informs HISD of this incident within 48 hours of the incident, HISD will offer the Student an alternate *[redacted]*. HISD may reserve the right to request appropriate medical documentation to verify that the incident occurred prior to providing the *[redacted]*.

**Reporting Requirement 1**

Within 60 calendar days of the date of this Agreement, HISD will submit to OCR a copy of the written notice provided to the Complainant. HISD will also provide evidence of its transmission to the Complainant including a certified mail receipt and email record.

**Action Item 2**
Within 30 calendar days of the date of this Agreement, HISD agrees to designate the **[redacted]** as contact person for the Complainant or any other parent of the Student in the event that the Student is absent due to **[redacted]** disability. HISD further agrees to notify the Complainant in writing that **[redacted]** may obtain any flyers or notices handed out in class regarding extracurricular activities from the **[redacted]**.

**Reporting Requirement 2**

Within 30 calendar days of the date of this Agreement, HISD will provide OCR with a copy of the written notice provided to the Complainant designating the **[redacted]** as the individual for the parent to contact to obtain any flyers or notices of extracurricular activities on days when the Student is absent due to **[redacted]** disability. This notice will include **[redacted]** contact information.

**POLICIES AND PROCEDURES**

**Action Item 3**

Within 30 calendar days of this agreement, HISD will review and, if determined appropriate, revise its policies and procedures prohibiting discrimination on the basis of disability. HISD will ensure that its policies and procedures provide for reasonable accommodations in extracurricular activities consistent with Federal law. HISD agrees to revise its Section 504 Operating Guidelines to ensure that they contain, at a minimum:

a) A statement setting forth HISD’s commitment to providing reasonable accommodations to students with disabilities in all its programs and activities, including non-academic activities such as recess, extra-curricular clubs, teams, and sports, in order to ensure that students with disabilities have an equal opportunity to participate;

b) The requirement that that when an accommodation for a student with a disability is requested, District staff must make an individualized determination about whether the provision of a reasonable accommodation to the student is necessary to ensure that the student receives an equal opportunity to participate in the program or activity. This does not require a determination by the 504 Committee, but requires a reasonable, timely, good-faith effort by a person or persons with the appropriate knowledge or expertise to determine whether there are reasonable modifications or aids and services that would provide that student with equal access to the particular activity.

c) A statement that an accommodation that would result in a fundamental alteration in the program or activity does not need to be provided.

d) The requirement that if certain accommodations would result in a fundamental alteration to the program or activity, District staff should consider alternative accommodations, but only to the extent that the alternative accommodations do not result in a fundamental alteration to the program or activity.
Reporting Requirement 3

Within 30 calendar days of this agreement HISD will submit its procedures prohibiting discrimination on the basis of disability, as reviewed and revised pursuant to Action Item 3, to OCR.

TRAINING AND PROFESSIONAL DEVELOPMENT

Action Item 4

Within 60 calendar days of the date of this Agreement, HISD will conduct a training for all **[redacted]** staff involved in the school’s extracurricular programs and activities regarding their obligations, pursuant to Section 504 and Title II, to provide reasonable accommodations to all qualified students with disabilities, and prohibiting discrimination on the basis of disability. The training shall at a minimum:

a) Include an overview of the requirements of Section 504 and Title II;

b) State that all employees are prohibited from engaging in conduct constituting discrimination against students on the basis of disability;

c) Address HISD’s obligation to provide reasonable accommodations to students with disabilities in all its programs and activities, including non-academic activities such as recess, extra-curricular clubs, teams, and sports;

d) Provide an explanation of what constitutes a reasonable accommodation, including examples of appropriate accommodations;

e) State that the requirement to provide reasonable accommodations does not extend to accommodations which would constitute a fundamental alteration to the program or activity;

f) Explain how to make an individualized determination about the provision of a reasonable accommodation to a student with a disability, including consideration of alternatives if certain accommodations would result in a fundamental alteration to the program or activity.

Reporting Requirement 4

a) Within 90 calendar days of the date of this Agreement, HISD will provide OCR with documentation demonstrating that it has timely completed Action Item 4 above. Specifically, HISD will provide to OCR the names of all individuals who attended the training session(s) provided pursuant to Action Item 4, the date(s) and time(s) the training session(s) occurred, the name(s) and credentials of the individual(s) who conducted the training session(s), and copies of the materials utilized (e.g. PowerPoint slides, scripts) and disseminated (e.g. handouts) at the training session(s).
The District understands that by signing this Agreement, it agrees to provide the foregoing 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 of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. §104.21, and Title II implementing regulation at 28 C.F.R. §35.149. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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, 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.

This Agreement will become effective immediately upon the signature of the District’s representative below.

_________________________  _______________________
/s/________________________  9/18/2017

Richard A. Carranza
Superintendent
Houston Independent School District