

**Resolution Agreement  
Wooster City School District  
OCR Docket #15-11-1080**

The Wooster City School District (the District) voluntarily submits this Resolution Agreement to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of resolving OCR Docket #15-11-1080 and ensuring compliance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, as amended by the ADA Amendments Act of 2008 (ADAAA); accordingly, the District agrees to take the actions set forth below:

**Action Steps**

1. By February 28, 2013, the District will notify the parent of the Student at issue in this case, in writing, that, should the Student wish to participate on the District's high school track and field team during any years in which he remains enrolled in the District and otherwise qualified to participate in the District's high school athletic program, it will allow the Student to participate in races at the same time as students racing on foot if no other wheelchair competitors are available for a particular running event. The notice will also state that the District will permit the Student to earn points for his team even when he is the only competitor in a particular track and field event, unless the schools reach a separate agreement in advance that is nondiscriminatory and is consistent with OHSAA and National Federation of State High School Associations (NFHS) rules and their decisions regarding other solo competitor events involving athletes without mobility-related disabilities.
2. By February 28, 2013, the District will notify its athletic director(s) and track and field coaching staff that, should the Student wish to participate on the District's high school track and field team during any years in which he remains enrolled in the District and otherwise qualified to participate in the District's high school athletic program, it will allow the Student to participate in races at the same time as students racing on foot if no other wheelchair competitors are available for a particular running event. The notice shall also state that the Student will be permitted to earn points for his team even when he is the only competitor in a particular track and field event, unless the schools reach a separate agreement in advance that is nondiscriminatory and is consistent with OHSAA and NFHS rules and their decisions regarding other solo competitor events involving athletes without mobility-related disabilities.
3. By February 28, 2013, the District will notify the high school athletic directors and head boys high school track and field coaches of the school districts that the District competes against in track and field, in writing, that, in accordance with direction provided by OHSAA, it will allow a student to participate in races at the same time as students racing on foot if no other wheelchair competitors are available for a particular running event. The notice shall also state that the student will be permitted to earn points for his team even when he is the only competitor in a particular track and field event, unless the schools reach a separate agreement in advance that is nondiscriminatory and is consistent

with OHSAA and NFHS rules and their decisions regarding other solo competitor events involving athletes without mobility-related disabilities.

**REPORTING REQUIREMENTS:** By March 8, 2013, the District will provide OCR with documentation demonstrating that it has implemented Action Steps 1-3 above by providing OCR with copies of the notices that the District sent to the Student’s parent, its athletic staff, and the various school districts the District competes against in track and field. By June 15, 2012, the District will submit documentation to OCR indicating whether the Student participated on the track team, the meets and events in which he competed, whether the events in which he competed were mixed heat, and any points he earned for the team.

**General Requirements**

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 Section 504 and its implementing regulation at 34 C.F.R. §§ 104.4 and 104.37(c) and the Title II and its implementing regulation at 28 C.F.R. § 35.130, which were at issue in this case.

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 of this agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. §§ 104.4 and 104.37(c) and the 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 Center written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/S/\_\_\_\_\_  
Superintendent or designee

\_\_\_\_2-11-2013\_\_\_\_\_  
Date